# Saint Paul Public Schools

## Regular Meeting

**Tuesday, April 23, 2019 6:05 PM**

# SAINT PAUL PUBLIC SCHOOLS
# INDEPENDENT SCHOOL DISTRICT NO. 625

## BOARD OF EDUCATION



**Zuki Ellis**
*Chair*



**Steven Marchese**
*Vice Chair*



**Jeanelle Foster**
*Clerk*



**Marny Xiong**
*Treasurer*



**John Brodrick**
*Director*



**Jon Schumacher**
*Director*



**Mary Vanderwert**
*Director*



**ADMINISTRATION**
**Dr. Joe Gothard**
*Superintendent*

## BOARD OF EDUCATION COMMITTEES

**Committee of the Board – Steven Marchese, Vice Chair**

**Mission of Saint Paul Public Schools**

Inspire students to think critically, pursue their dreams and change the world.

**Guiding Values**

Achievement | Communication | Continuous Improvement

Collaboration | Accountability | Inclusive Culture

**SPPS Achieves**

Each student. One community. Endless Opportunities.

**Strategic Focus Areas**

Positive School and District Culture | Effective and Culturally Relevant Instruction

Program Evaluation and Resource Allocation | College and Career Paths

Family and Community Engagement

**INDEPENDENT SCHOOL DISTRICT NO. 625**
**Saint Paul, Minnesota**
**REGULAR MEETING OF THE BOARD OF EDUCATION**
**Administration Building**
**360 Colborne Street**

**April 23, 2019**
**6:05 PM**

**A G E N D A**

I. **CALL TO ORDER**

II. **ROLL CALL**

III. **APPROVAL OF THE ORDER OF THE MAIN AGENDA**

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B. Committee of the Board Meetings (4:30 unless otherwise noted)

XIV. **ADJOURNMENT**

# INDEPENDENT SCHOOL DISTRICT NO. 625
# BOARD OF EDUCATION
# SAINT PAUL PUBLIC SCHOOLS

**DATE:** April 23, 2019

**TOPIC:** Acknowledgement of Good Work by Staff and Students

## A. PERTINENT FACTS:

1. Saint Paul Public Schools has been recognized with a Magna Award by the National School Board Association for the creation and implementation of the Student Engagement and Advancement Board.

   The Magna Award is given to programs or initiatives which:
   - Remove barriers to achievement for vulnerable or underserved children, based on race, ethnicity, gender, special needs, geography, or socioeconomic status
   - Support their school board's equity mission and vision for the district
   - Exhibit success over time
   - Are sustainable and can be replicated

   The Student Engagement and Advancement Board (SEAB) launched in 2015. SEAB works Board and Administration, providing recommendations for change based on their engagement with students. Thirty-six SPPS students have served on SEAB over the past five years. Their commitment, in collaboration with staff facilitators, has created a structure worthy of national recognition.

   Present today for recognition:

   SEAB Members:
   **Anindita Rajamani**
   **Cesar Osvaldo Mendez Portillo**
   **Cheng Vang**
   **Diamond Thlang**
   **Mai Soua Vang**
   **Malachi Raymond**
   **Miski Omar**
   **Quanisha Hill**
   **Rajni Schulz**
   **Zoua Vue**

   SEAB Facilitators:
   **Shaun Walsh**
   **Tyler Berres**
   **Zoe Splendoriogiebel**
   **Angela Vang**

2. This item is submitted by Jackie Turner, Chief Operations Officer.

## B. RECOMMENDATION:

That the Board of Education recognizes the students and staff above for their contributions and outstanding work.

# INDEPENDENT SCHOOL DISTRICT NO. 625
# BOARD OF EDUCATION
# SAINT PAUL PUBLIC SCHOOLS

**DATE**: April 23, 2019

**TOPIC**: Acknowledgement of Good Work by Students

## A. PERTINENT FACTS:

1. Saint Paul Public Schools Family Consumer Science students from across the district competed in the 2019 Culinary Competition at Saint Paul College. Participants created a unique three-course meal in one hour, demonstrating their culinary skills. Chefs from Twin Cities restaurants and Culinary professionals sampled meal creations, interviewed competitors and judged the competition. The following student teams from Como Park Senior High School won first and second place in the SPPS Culinary Competition.

   First Place Team: **Isaac Vu, Dina Thoresen, Audrey Westerburg** and **Miguel Ortiz Loveland**

   Second Place Team: **Jillian Brenner, Emma Luchsinger, Ong Vang,** and **Robbie Link**

2. This item is submitted by Kate Wilcox-Harris, Chief Academic Officer.

## B. RECOMMENDATION:

That the Board of Education recognizes the students above for their contributions and outstanding work.

**INDEPENDENT SCHOOL DISTRICT NO. 625**
**BOARD OF EDUCATION**
**SAINT PAUL PUBLIC SCHOOLS**

**DATE:** April 23, 2019

**TOPIC:** Acknowledgement of Good Work Provided by Outstanding District Employees

**A. PERTINENT FACTS:**

1. Saint Paul Public Schools was awarded the Youth Career Connect grant (YCC) through the U.S. Department of Labor in 2014 to build the Academy of Finance (AOF) at Como Park HS. On April 9, 2019, the Academy of Finance (AOF) received the prestigious National Excellence in Action award, which recognizes the best Career Technical Education (CTE) programs of study across the nation. The Academy of Finance was one of eight programs selected by Advance CTE as an Excellence in Action award winner based on its track record of providing clear pathways into college and careers, rigorous academic and technical coursework, strong partnerships with education and industry leaders, and meaningful work-based learning experiences that offer opportunities for career exploration and subject-matter mastery.

2. The following team was instrumental in the success of the Academy of Finance (AOF):

   **Kathy Kittel**, CTE Supervisor
   **Hannah Chan**, YCC Program Manager
   **Stacy Theien-Collins**, Como Park HS Principal
   **Amy Dutton**, Assistant Principal
   **Kristine Somerville**, AOF Site Coordinator
   **Erin Colestock**, AOF Work Based Learning Coordinator
   **Kia Thao**, AOF Counselor
   **Michael Grant**, AOF Counselor
   **Matthew Kenutis**, AOF Business Teacher
   **Rosemary Evers**, AOF Business Teacher
   **Kirstyn Ouverson**, AOF English Teacher
   **Chong Thao**, AOF English Teacher
   **Kristen Matthieu**, AOF English
   **Kathy Romero**, AOF English
   **Justin Mann**, AOF Social Studies
   **Liz Paone**, AOF Social Studies Teacher
   **Steve Powers**, AOF Social Studies Teacher

3. This item is submitted by Darren Ginther, Assistant Director, Office of College and Career Readiness and Kate Wilcox-Harris, Chief of Academics.

**B. RECOMMENDATION:**

That the Board of Education authorize the Superintendent (designee) to recognize the staff acknowledged above for their contributions and outstanding work.

**INDEPENDENT SCHOOL DISTRICT NO. 625**
**Saint Paul, Minnesota**
**MINUTES OF THE REGULAR MEETING OF THE BOARD OF EDUCATION**

**March 19, 2019**

## I. CALL TO ORDER

The meeting was called to order at 6:05 p.m.

## II. ROLL CALL

**Present:** Ms. Foster, Mr. Brodrick, Ms. Xiong, Ms. Vanderwert, Mr. Schumacher, Mr. Marchese, Ms. Ellis, Superintendent Gothard, Mr. Long, General Counsel, and Ms. Dahlke, Assistant Clerk

## III. APPROVAL OF THE ORDER OF THE MAIN AGENDA

**MOTION: Ms. Ellis and Ms. Foster moved approval of the Order of the Main Agenda. The motion was seconded by Ms. Xiong.**

The motion was approved with the following roll call vote:

| | |
|---|---|
| Ms. Foster | Yes |
| Mr. Brodrick | Yes |
| Ms. Xiong | Yes |
| Ms. Vanderwert | Yes |
| Mr. Schumacher | Yes |
| Mr. Marchese | Yes |
| Ms. Ellis | Yes |

## IV. RECOGNITIONS

**BF 31594** Acknowledgement of Good Work Provided by Outstanding District Employees

**Dr. Mike McCollor**, Principal of Washington Technology Magnet, was named 2019 Minnesota High School Principal of the Year by the Minnesota Association of Secondary School Principals (MASSP). According to the MASSP, Dr. Mike McCollor has been an administrator for 25 years and the Principal at Washington Technology Magnet School for the past 16 years. During that time Mike has served on the MASSP Board of Directors, as Secretary for the Saint Paul Association of Secondary Principals, named Capitol Division Assistant Principal of the Year and served as Adjunct Faculty for the University of Minnesota College of Education and Human Development.

**Lisa Carrigan**, Principal of Focus Beyond Transition Services and Bridge View School, was awarded *"Direct Service Provider of the Year"* by the Minnesota Association for Career and Technical Education Special Needs Personnel at their recent bi-annual conference.

Lisa pulled all of the transition programs, including Focus Beyond/STEPS, together under one roof at 340 Colborne as a lead teacher at the beginning of the 2011-2012 school year and was appointed principal of both Bridge View and Focus Beyond/STEPS for beginning in 2013-2014 school year. She is in her 6th year as principal.

This award category is intended to recognize administrative or non-classroom individuals who have made a major developments and/or growth of career and technical education for students with special needs. Nominees must represent one of the following categories: Private Employer, Advisory Committee Member, Individual who has been unusually supportive of Career & Technical Education programs for

students with special needs, Local School Administrator, State, national & county government agency personnel.

**BF 31595** Recognition of Schools, Teams, Individuals, and Coaches in Our St. Paul Public Schools That Have Won Athletic Awards and Championships

1. **Murray Middle School –** The girls' basketball team was middle school city champion.
2. **Highland Park Middle School** - The boys' basketball team was middle school city champion.
3. **Washington Technology Magnet** – The wrestling team was middle school city champion.
4. **Washington Technology Magnet** – The wrestling team was city co-champion.
5. **Humboldt High School** – The wrestling team had a state tournament qualifier.
6. **Johnson Senior High School** – The wrestling team had two state tournament qualifiers.
7. **Johnson Senior High School** – The boys' swimming team had one state tournament qualifier.
8. **Central Senior High School** – The girls' Nordic ski team were state tournament qualifiers.
9. **Central Senior High School** – The boys' Nordic ski team had one state tournament qualifier.
10. **Central Senior High School** – The boys' swim team had 8 state tournament qualifiers.
11. **Central Senior High School** – The boys' basketball team were city champions.
12. **Como Park Senior High School** – The girls' basketball team were city champions.
13. **Como Park Senior High School** - The wrestling team was city co-champion and had one state tournament qualifier.
14. **Highland Park Senior High School** – The boys' Nordic ski team was city champion and qualified for the state tournament.
15. **Highland Park Senior High School** – The girls' Nordic ski team was city champion and qualified for the state tournament.
16. **Highland Park Senior High School/SPA** – The boys' co-op swim team was city champion and had five state tournament qualifiers.
17. **Highland Park Senior High School** – The girls' gymnastics team were city champions and had three state tournament qualifiers.

## V. APPROVAL OF THE ORDER OF THE CONSENT AGENDA

**MOTION: Ms. Ellis moved approval of the Order of the Consent Agenda with items E3 – Naming the Central Senior High School Auditorium in Honor of Mary Mackbee and E5 – Request to Sign Early/Middle College Program Identification Application pulled for separate consideration; item E8 - Proposed Discharge of Tenured Teacher was removed from the agenda entirely. The motion was seconded by Mr. Schumacher.**

The motion was approved with the following roll call vote:

| | |
|---|---|
| Ms. Foster | Absent |
| Mr. Brodrick | Yes |
| Ms. Xiong | Yes |
| Ms. Vanderwert | Yes |
| Mr. Schumacher | Yes |
| Mr. Marchese | Yes |
| Ms. Ellis | Yes |

## VI. APPROVAL OF THE MINUTES

A. Minutes of the Regular Meeting of the Board of Education of February 19, 2019

**MOTION: Ms. Ellis moved approval of the Minutes of the Regular Meeting of the Board of Education of February 19, 2019 as published. The motion was seconded by Mr. Schumacher.**

The motion was approved with the following roll call vote:

| | |
|---|---|
| Ms. Foster | Yes |

| | |
|---|---|
| Mr. Brodrick | Yes |
| Ms. Xiong | Yes |
| Ms. Vanderwert | Yes |
| Mr. Schumacher | Yes |
| Mr. Marchese | Yes |
| Ms. Ellis | Yes |

## VII. COMMITTEE REPORTS

A. Minutes of the Committee of the Board Meeting of March 5, 2019

At the March 5, 2019 Committee of the Board meeting Superintendent Gothard noted the future work from recommendations brought forth from SEAB's presentation on centering Ethnic Studies in SPPS. He and board members also recapped their time and thanks to staff and students who organized and attended the Johnson Govie Leadership Forum.

SEAB Members provided an update on the continuing work around the topic of ethnic studies, and the petition to support this direction, as well as questions to Administration on the next steps.

Next, our Legislative Liaison provided the legislative update, which included important dates, an overall summary of the governor's budget, forecasts, education-related budget items, which includes 3% and a 3% increase on the formula, other agencies, new mandates proposed, and other policy and funding. Questions from the Board centered on timeline for shaping the budget discussion, funding for the new proposed mandates, indexing to inflation dollars, the proposal to reconvene the finance task force, which would include the school funding formula, and safe schools funding.

Next, members of the Budget and Finance Advisory Committee presented their results and recommendations to the Board. The history of the committee was reviewed, as well as the two charges to the committee – to review the ideal school model and line item budget and expenditure review. Next steps were discussed for both subcommittees. Discussion from the Board on the ideal school model included comparisons to our current models, input from students on school climate and safety, the alignment to the middle school model, future steps to look at the different models of allocation of resources depending on the school population, the K-8 model, clarity on additional staff, and real world applications to the Montessori model. For the recommendations from the Line Item and Expenditure Review subcommittee, discussion involved the next steps of looking at specific departments, the importance of education to the community on this complex topic and process of the budget, membership of the committee and ensuring there is access, and the responses of the Board and Administration. The Board thanked the committee for their dedication, time, and work in bringing this report forward.

Next, our Chief Financial Officer presented the December Quarterly Budget Report. The unassigned fund balance is estimated to be at 6.1%, which falls in line with the Board policy requiring 5%. Questions from the Board centered on the changes within the unassigned fund balance, which were due to revenue and expenditures across the District, the roles and responsibilities to monitor the budget and to be good stewards of public dollars, programs that are self-funded and their relation to the General Fund, and ECFE integration and funding. The Board approved the recommended motion to accept the December 2018 Quarterly Budget report as presented for the period ending December 31, 2018.

Next, the Chief Financial Officer provided an update on the FY20 Budget, including a review of the FY19 budget, FY20 preliminary numbers based on a 1% increase to the formula, projected revenue changes, budget planning changes, and budget planning information and timeline. Discussion from the Board involved the expectations for staff and the community members from the scheduled budget hearings, the opportunity to continue to educate the community on the alignment of the budget and SPPS Achieves, and noted the assumptions included in the overall budget, which could be increases with the governor's proposed 3% increase which would allow the District to continue to move forward with momentum and have a significant impact to SPPS.

A Policy Update was presented to the Board as well. The first policy brought forth included the legislative change to the Uniform Municipal Contracting Law. Further information was provided on the data of contracts for the District within a year, and practice in other entities. The Board approved moving the dollar threshold for board approval to $175,000. The next policy brought forth was 415.00 on discrimination, harassment, violence, and retaliation. Discussion on this policy involved the procedure for reporting, and the role of the EEO officer, who is an outlet for reporting. There will be further discussion on this policy.

**MOTION: Mr. Marchese moved the Board accept the report on the March 5, 2019 Committee of the Board meeting and approve the minutes and recommended motions within that meeting as published. The motion was seconded by Ms. Vanderwert.**

The motion was approved with the following roll call vote:

| | |
|---|---|
| Ms. Foster | Yes |
| Mr. Brodrick | Yes |
| Ms. Xiong | Yes |
| Ms. Vanderwert | Yes |
| Mr. Schumacher | Yes |
| Mr. Marchese | Yes |
| Ms. Ellis | Yes |

**VIII. SUPERINTENDENT'S REPORT**

Superintendent Gothard reiterated that we have heard from SEAB and others about the importance of ethnic studies, and we are working with a number of groups, and an update will be provided at the April regular meeting on timeless and when we might expect differences and changes to our current practice. We do offer a wide range of ethnic studies classes, and we need to work together to define how to move forward and ensure it is consistent and equitable.

He then provided an update on the strategic plan, and we are committed to making an impact to student learning, and this plan will be a roadmap to making this a reality.

A. SPPS Achieves: Strategic Plan Update

**Phase 1 Strategic Initiatives**

- Positive School and District Culture
  - 1a. Implement Positive Behavioral Interventions and Supports (PBIS) at every school, integrating social-emotional learning support
  - 2a. Improve culture by using input from students, staff and families
- Effective and Culturally Relevant Instruction
  - 3a. Implement culturally relevant practices within all student learning and programming
  - 3b. Ensure all students have access to a well-rounded education
- Program Evaluation and Resource Allocation
  - 5a. Implement a system for assessing program effectiveness
  - 5b. Determine a districtwide middle school model
- College and Career Paths
  - 6a. Create career-related curriculum and personal learning plans for all PreK-12 students
  - 7a. Strengthen partnerships that provide college credit, industry certification and job experience to secondary students
- Family and Community Engagement
  - 8a. Identify ways to engage the community in district decisions and initiatives
  - 9a. Review and revise relationships with external organizations to better meet student needs

**From Planning to Implementation**

- Implementation Stages
  - Exploration
  - Installation

    - Initial Implementation
    - Full Implementation
- 2-4 Years

**Strategic Focus Areas Budget Examples**

- Positive School and District Culture
    - Professional development for paraprofessionals on social-emotional learning and PBIS
- Effective and Culturally Relevant Instruction
    - Culturally Responsive Instruction curriculum writing
- Program Evaluation and Resource Allocation
    - Schedule to support Middle School Model
- College and Career Paths
    - High School work based learning teachers
- Family and Community Engagement
    - Community engagement resources and training

**Year One Stakeholder Engagement**

- SPPS is committed to working with stakeholders throughout implementation of SPPS Achieves.
    - Frequent public updates through communications, BOE meetings, and our community council
    - Action teams have detailed engagement plans, and an example was presented.

**SPPS Achieves: Initiative Milestones by August 2019** (Status as of March 18)

| Category | 38 Milestones | % of Total |
|---|---|---|
| Complete | 6 | 16% |
| In Progress | 19 | 50% |
| Scheduled | 13 | 35% |

**Milestones**

- Key milestones by August 2019 for 5a: Implement a system for assessing program effectiveness were reviewed, including the status of each milestone, including the work of Research, Evaluation, and Assessment
- Key milestones by August 2019 for 5b: Determine a districtwide middle school model were reviewed, including the status of each milestone, and references the document “Great Things Happen in Middle School”

**QUESTIONS/DISCUSSION:**

- Will we need to make physical changes or adjustments to buildings to accommodate the middle school model? Response: There are some building modifications that could make it be better, but it is far more important to be staffed correctly and to utilize the spaces we do have. Where we do have the ability within the FMP to tie things tighter and make adjustments, we will, but do not see overall building physical structures being tied to the middle school model.
- The Board noted the importance of communications for keeping the stakeholder groups appraised of developments, and also chances between public meetings to continue to keep in mind the loop to keep everyone appraised, as well as the community on the development and how their input will be used.
- The Board thanked the Superintendent and it is helpful to get this status update.
- There will be funding needed to support the work of the strategic plan, and will be embedded in the budget presentation. It would be helpful to see some overlay that highlights what is it that we’re doing in terms of the resources to support the plan. It’s often repurposing. It would be helpful to summarize that in a budget presentation in the future to see what is moving around to see what is supporting SPPS Achieves.

- It's important to get a clear data baseline that we're using so what when watching plan proceed we can see what's changing over the course of time, and what's changing. It was embedded in the December presentation, and it's important to have intervals to look at pieces of the plan being implemented and get a baseline for how things look, so that when come back to the Board with progress, it will be helpful to see where we're starting and what has changed. Response: We will track milestones within the plan and progress in terms of status, completed, what's in progress, and what we haven't started yet will be important progress report for the community, and we also have more than 38 key measures that we have baseline and a 5 year trajectory targeted for those measures – those will be the ones we focus on, but there many be others for individual strategic initiatives that will be good indicators. This is the work of merging several years of plans – and this is the plan. The present work is based on our history and what we've learned. The prioritization is that we are looking most importantly at what we're doing and making sure we can prioritize and implement it with fidelity to finish what we start to know we are making good decisions that support our students and staff.
- It's very important that as the strategic plan makes changes, including the changes to the middle school model, that the Board be kept abreast of the cost incurred. It's important to hear about as we're moving with the planning. There may be some areas where there could be resource allocation less than what was given to those areas – we may be deemphasizing them, and may have people who find themselves with different direction or department of less resources. With the mantra of Start, Stop, Sustain, it will also be important for the Board to have a sense of those changes. When programs are cut, board members hear about those cuts. Any proactive measures and discussion would be helpful. It's imperative that the District make great decisions, and sometimes tough decisions. Response: One of the things recognized is that prioritizing our work, and aligning it with what we want our students to experience and support our staff, it allows us to sustain things that will guide us to what we might stop. It's a different approach – by prioritizing and resource and develop momentum to long term student outcomes, our budget discussions will be helpful in that way. By prioritizing, it may provide opportunities to make other considerations.
- Scan of existing SPPS programs and commitments completed – what are the commitments referring to? Response: We are speaking to the committed work out there already. A lot of the work may be a part of a three-year cycle, and there might be several of those in different spans so that we understand and know to use our resources most effective.
- When will referendum dollars start affecting the things that we're going to do in the strategic plan? Response: We're right in the throws of our budget work. We will chart those dollars for the community to see how they are being spent. It's also important to see the windfall of the successful referendum, and we still seeing declining enrollment, a change in compensatory education, and there currently isn't a budget passed by the state. This is an iterative process, where we learn more day by day. We need to be careful as well, and we do not want to overcommit our budget and rather do less well, than try to do everything. It will be a process, and it may not fit our timelines, but we will chart those dollars and spent, and a separate budget to show the spending of SPPS Achieves.

B. Review of SPPS Suspension Data

Superintendent Gothard then introduced Dr. Stacey Gray Akyea, Director of Research, Evaluation, and Assessment; Kathy Kimani, Assistant Director, Office of School Support, Dr. Theresa Battle, Assistant Superintendent; and Lisa Sayles Adams, Assistant Superintendent, and the team supporting them. They will share trend data, highlight top behavior events that result in suspensions, and discuss data at schools making significant progress around reducing suspensions and improving school climate. It will also outline supports for schools.

**2017-2018 End of the Year Suspensions**

- Number of suspensions decreased by 1% from 4,069 to 4,048 from SY16-17 to SY17-18
- The decreases were also disaggregated by student groups and grade.

**Substantial Decreases at Schools**

- Data was provided for schools with substantial decreases from SY16-17 and SY 17-18, including Johnson Senior High with -88, Battle Creek Middle with -74, Creative Arts Secondary with -74, Murray Middle with -67, Jackson with -37, Mississippi with -34, and John A. Johnson with -30.

**Incidents Leading to Suspensions**
- Based on the incident, site administrators review the levels of recommendation for resolutions.
- Data for incidents resulting in suspensions and category was reviewed, including incidents for which suspension is not a recommended resolution, incidents for which suspension is a possible resolution, and incidents for which suspension is required

**Disruptive Behavior**
- Resolutions to disruptive behavior were shown, with the most frequent being student conference or parent/guardian contact.

**Snapshot: The Number of Suspensions at Johnson Senior High School Trend**
- A line graph showing the decrease of the number of suspensions at Johnson Senior High was shown, with 181 in 16-17 and 93 in 17-18.
- Principal Thompson also reviewed the work at Johnson, including the Govie Leaders program.

**Snapshot: The Percentage of Black Students Suspended at Highland Park Middle Trend**
- A line graph showing the decrease of the percentage of black students suspended at Highland Park Middle was shown with 11.6% in 16-17 and 5.1% in 17-18.

**Model of School Support**
- Tiered Model of Support
  - In SPPS, we use the Positive Behavioral Interventions and Supports Framework (PBIS)
    - All students receive Universal, Tier 1 supports.
    - Some students also receive Targeted, Tier 2 supports.
    - Few students also receive Intensive, Tier 3 supports.
- Supports for All
  - Preventative, Educations, and Restorative Approach
  - School Support Team
    - Counselors
    - Social Workers
    - Psychologists
  - PBIS Framework
    - PBIS Team and PBIS Representative
    - Standard Behavior Data Collection System
    - School Wide Discipline Plan
    - Positive Behavior Expectations Matrix
    - Year Long Teaching Schedule for Positive Behaviors
- Restorative Practice Sites
  - Year 3 Pilot Schools Began SY 2016-17
    - American Indian Magnet; Farnsworth Upper; Johnson Senior; Maxfield; Murray; Riverview
  - Year 2 Pilot Schools Began SY 2017-18
    - Eastern Heights; Parkway; Washington
  - Year 1 Pilot Schools Began SY 2018-19
    - Battle Creek Middle; Central; Nokomis North
  - Implementation Sites Will Begin SY 19-20
- How It All Fits Together
  - Relationships are key
  - Focus on adult behavior, not only student change
  - Importance of physical and emotional safety
  - Whole school approach to improve culture

**Going Forward**

- Strategic focus areas reinforce and wrap around the areas of identification
    - Focus on School and District Culture
    - PBIS and Social Emotional Learning (SEL)
    - CASEL Engagement & Readiness Analysis

**QUESTIONS/DISCUSSION:**

- The Board thanked the team for the presentation and appreciated the opportunity to learn more about the positive approaches to this topic.
- In looking at the data, it's to talk about the percentage increase or decrease, and also out of context in terms of the scale. What does that mean in terms of the number of students addressing? Response: In terms of numbers, the end of the school year 2017-18, it's representing 4,048 individual suspensions. It is reflective of 2,246 students which equates to approximately 5.9% of the students served during the school year.
    - In looking at the disparities in numbers, what is that data point in documenting that? Response: In terms of disparities, the largest in response to racial and ethnic disparities and disproportionality. At the end of SY17-18, out of those 4,048 suspensions, approx. 2,995 of them represented suspensions of black students, versus 304 that represented suspensions of white students. Another disparity that the District has been working to address, out of the same 4048 suspensions, approximately 1500 represented students receiving special education services. In terms of the number of students who have been suspended, which is a different metric, and out of that 5.9% overall,w e can look at the disparities across student groups. For instance 9.6% of American Indian students were suspended compared to 2.5% of white students suspended, 7.5% of low income students suspended, 13% of black students that were suspended, and 12.5% of students receiving special education services that were suspended.
    - Is there a change in the relationships between these numbers year over year? Response: We have seen changes. We have seen decreases, and some years, we have seen increases. The challenge is the disproportionality is so large, and the disproportionality between the 3000 suspensions that represent suspensions of black students, and the 304 suspensions that represent the suspensions of white students. It's so large that any one year is not likely to impact that disparity and any one school is unlikely to impact that disparity at the district level. It will need to be something that will be systemic, sustained and implemented with fidelity that would need to impact that disparity.
        - Grappling that it will need to take a systemic and sustained approach, and there are concerns because we have elevated models and highlighted those buildings where progress has been made with aggregated numbers. How are we going to move to a systemic approach to address these issues that will begin to make progress on the disparities we see? Model are helpful, but where do we enforce? And work with students and staff and administrators that places a priority in understanding the causes of the disparities and the ways to move forward to being to construct different environments in which the norms or ways we handle relationships and conflict are different? Response: There is not one practice we can say must happen in every school to do that. Some of the things we are talking about right now, as far as even using standardized data collection system and ensuring that is used in every building, helping and supporting principals and PBIS team to look at the office referral data, and able to intervene prior to suspension. Research shows that looking at office referral data and disaggregating it and adjusting supports and interventions to reduce suspensions and dismissals. Another place that we can focus efforts are the suspensions that were for offenses that do not recommend suspensions; how are we supporting buildings to give them options for what else they can do to resolve issues rather than moving to suspension.
        - The Board agrees there is a variety of approaches that will work. One was highlighting the data of the number of situations where there is discretion and judging the level and what it is that we do. There's a relationship and interaction, and the discretion used in different ways. It's used in ways that racialize the outcome that we see. If that's the sense we have, then we should be looking at those interactions and helping to see people what they can do differently, and it might be a restorative approach. What do we see in terms of the data from those buildings? We would hope we would see different outcomes there. Response: We are not

seeing that data yet. Our implementation around restorative practice was not completely focused on reduced suspensions and office discipline referrals – it was an approach to look at how to improve school climate culture and climate and creating a welcoming environment for all. We're looking at school climate data at those 6 sites in year 3, and we have seen the most growth in sites where there has been consistent leadership and followed implementation plan, and also had consistent staff in restorative practice lead positions. We have had some sites with multiple changes in leadership around restorative practice, in those sites we haven't seen the same results.

- The notion of the pilot was that we would be able to disseminate best practices to help the buildings in the earlier part of the process and to spread to buildings across the district to help them employ different techniques. It wasn't to change the outcome in terms of data, but to change the environmental and relationships, which are key. We should see change in there – there needs to be some way to measure quantitatively and qualitatively through surveys and feedback, how was this different today than last year, what are quality of life indicators in those buildings, and looking for different ways to change relationships. Discipline data reflects broken relationships, and how are we repairing those to help students be successful. It's an investment and a capacity to do something different – that's just in restorative practice. Response: We are working with the University of Minnesota and evaluator to collect that type of data, and some of that they were finding and to harvest the best practices from those 6 pilot sites now in year 3, and develop a real readiness process for the sites that will begin implementation through the Education Innovation and Research award grant, that will allow us to expand to 8 more sites by 2020-21 school year and those sites will have much more systematic approach based on what has been learned from the 6 pilot sites.
- What do we do in terms of helping our students that requires a referral? How does our staff to make referrals outside of our buildings to bring in other resources or other parts of the District? Response: Most often our school counselors and social workers are supporting teachers and are the go-to people for those, and work with a variety of community agencies and making multiple referrals daily. We have many co-located mental health services in almost all out schools with 42 sites, and 12 different community agencies for mental health supports. There's also partnerships with Ramsey County on programming, and working with community centers. Counselors and social workers also work with teachers and staff to ensure they are aware of resources.
- Is that part of the tiered support model of PBIS? Response: It is part of the how every school will have a student support team, and those teams are the social workers and counselors making referrals. They are critical staff to implementing PBIS and social-emotional learning, or positive behavior supports in a building in supporting the teachers. Those staff are doing the individual outreach to a family with a referral, which involves relationship-building with the parent and the agency to make that connection.
- There's also an opportunity and participation, and ways to tap into other community resources, such as community dispute resolution, and community problem solving and mentorship. It's also about working with groups and caring adults who come from local community that maybe not trained professionals, but bring other skills. Other ways to rebalance the relationships to allow that to happen.

- There has been discussion about how we work with students who might be in the moment and tense, and practice of using seclusion room for the purpose of calming them down. What are more details and practice, and where we are using this? Response: In September 2014, SPPS dismantled their seclusion rooms, and we do not have magnetic locked seclusion rooms. Calming spaces are used instead. Seclusion rooms by state statute is where there are locked facility that has barred the egress for the student to move out. Calming spaces are about regathering and not locking and discipline. Minnesota statute shares that removing a student from a classroom or activity to a calming space is not considered seclusion, but a proactive way to get the behavior back on track.
  - In the circumstance where we do use these calming spaces, is the student with a staff member at all times? Response: Yes, the protocol is that the staff is with the student to help them process and asking questions, and to help the student regulate. Most schools in the PBIS plan have the option in Tier 2 and Tier 3 to have a calming spot to gather, process with an adult, and come back with the intention to get the behavior back on track. The Office of Specialized Services does have

a restrictions procedure plan on the website, and the history and usage of seclusion rooms, and how they have been eliminated.
    - These are considered part of the PBIS structure, and a way that MDE says is an appropriate way to address behavioral issues? Response: We try to talk about a proactive choice to regroup and regather – it is not time out or a disciplinary area. We try to take that mindset of calming room to be a proactive, not reactive. MDE allows for calming proactive strategies, and in the statute, does not considered seclusion.
    - Usage of the calming space can be requested by both the student and the staff. We like to queue our students if they need a break in working on self-regulation. Sometimes students select. We work with the student to get them to a calming space to regather, and work with them once they have regulated to process what happened, and an alternative behavior to be successful in the classroom.
    - It was noted that the calming rooms should not a more re-traumatizing effect on the student, and may have other experiences in their lives that led to trauma and able to separate those experiences from their education. Response: That is why the statute changed to eliminate seclusion rooms.
- At Johnson, how is this manifested in that school? With the degree of student leadership, and in talking about where students need space or refer other students, how does that look in Johnson? Response: The biggest impact is the creation of a clear community in which the norm is community. The issues that arise are easier to find and see with student behavior, so those behaviors become more uncommon and students know that's not how we do things. At a restorative school, students need to know the value of the restoring and we work hard to make sure people want to be a part of it and understand the community values. We create a different baseline for the way the building runs and feels, and we create expectations and everyone can see when something is not working the way that it should be based on the building norms. We try to make that community embracing to what is happening, and that could take time with students.
- It was surprising to learn the Govies had been around for a short period, and this program and the way developed has had an impact so quickly. Was that surprising in the short time period to have big results? Response: It is amazing how powerful our students are, and we sometimes forget that as adults and training, that students can take this, and teachers can guide from the side. We are not surprised and wanted it to go faster, and are encouraged by the progress and students' willingness to engage and being brave in engaging with other students. We'd also like it to be more, and really wrapping arms around kids and we are learning how to do that.
- We hope we are funneling these leaders to perspective jobs as teachers, admin, and leaders. Response: A number of alums visited from 2-3 years ago and ran sessions with current students, and it was great to see and the leadership roles they are in at colleges across the country.
- What are academic outcomes and how they have changed at Johnson? Response: We are tracking those, and that has been one of the big challenges. The curriculum coordinator asks pointed questions about higher academic achievement, and we have seen incremental changes, and school cultural data changes. The theory of action is to create the culture and the academics come from that. We did a showcase of culturally relevant teaching activities, and we are on the way to doing this right, and every teacher brought something to the table and their willingness and instruction. Because the culture is free and non-confrontational, that's where we see that. With the evaluators, there is no model yet for the use of those practices in this situation, but evidence that this works, and how we build that.
- It seems that a lot of kids are coming to us with experiences that have impacted their view of the world, behaviors, trust with adults, and security in the world. Working with families seems to be an important piece. How much are we working with families at Johnson and what are the experiences? Response: We have had parent panels with teachers, where parents come in and talked to teachers all day with questions for them. A couple of parents talk about "school hurt" and how we can start to work and heal on that. It was powerful for each teacher to talk with the panel and ask questions back and forth, and we'd like to do more.
- A board member noted for those schools that are more Achievement Plus and community schools with a community liaison, and how are those program impacting suspensions? There's issues with suspensions or discipline when so many kids experience rejection already or unrealistic expectations that make it hard to believe in themselves, and how sending them home or rejecting them from school and how that helps anybody, and we should be embracing them.

- Are advisory classes the same as homeroom? Response: Not in a traditional sense, but they are the same group of students every day all year. Logistically, it's difficult to have the same group of students for all four years though. We wanted to have the group leaders to be juniors and seniors, and to have freshman and sophomores with them. They meet every day before lunch. It is mixed grade on purpose.
- Because our high school students today are in accelerated classes, are there conflicts in finding time during the day to do these types of things during the school day that are so important? Response: That is a challenge – we built the senior leadership hour into the day. We have a 7-period day, but it looks like an 8-period day with lunch because we attach the advisory to that. It is a challenge, and some students have more college classes than they will in college, and rationale for the Govie hour time to build it in weekly. Some of those students are also participating in the Govie leader program.
- Because many students when they cross into our building, may be coming into a safer environment than they just left. With a school like Johnson that is trying to create a culture, and school spirit, when we have students coming in that are going to be a little suspicious and resistant to buying into this culture, how do staff and administration and student leaders, how do they go about trying to meet with those students, which may be difficult, and begin to enculturate kids that don't expect that they're going to find an environment that is safe and a sanctuary, and even though they have problems with people outside the school, and when they cross that threshold we accept them and we want them to trust us and have a mutual trust. These will be things seen at high schools, including Johnson, not necessarily data. How do you create that kind of place where teachers can teach and students can learn? Response: It goes back to the relationships built with students, and assistant principals and counselors to build relationships with students. Also, the advisory system has on purpose 3-4 student leaders in each group. The models we used if 1 can't communicate, 1-2 others might be able to, and that is consciously built in. Part of the training is to not take it personally if all the kids don't connect with you, and some of it comes from the baseline and students pick up on that.
- Teaching is a science, and it's also an art. And those honest relationships with kids that don't think they are necessarily ready or thinking they'll have one, and if we're honest with kids, our buildings will always be better, and we've got good buildings in Saint Paul. Response: We are shaping, and happy to see change in students and seeing differences in actions and behavior.
- In talking about that 4,048 students – out of those 2,995 of those are black students and 1,500 were students in special education. Is the special education count a separate count, or in that 2,995 of black students are special education kids counted, or are they separate? Response: Those are separate numbers and separate identification, but there is overlap.
- Do we have a numerical breakdown in special education, what the breakdown is? Response: That information can be provided.
- District-wide, what is the population of black students and percentage of student body? Response: Black students comprise approximately 21% of the district.
    - That's continues to be a concern because 76-78% of dismissals are to kids who are in the largest population of the district, and reiterates that we need to continue to talk about race and subjective dismissals and while we talk about the phenomenal work moving forward, we also need to keep at the heart that this group also has least amount of access to AP, and stay focused that there are disparities and give specific and intentional attention to in this district.
    - Also, going back to living our values and each and every child, and we need to continue to think about how we are living our values and how we are prioritizing to get desired change.
- In thinking about the restorative practice cohort, it's impressive to hear about Johnson and Highland Middle, and if RP and PBIS is the successful formula, in a building with the RP cohort, or implementing PBIS, what can be expected? Response: Any school is SPPS and be able to ask and expect to hear about PBIS implementation and see what is a matrix of behavior expectations, and all agreed upon and where it is. In addition, a teacher or staff members should be able to have access to the school wide discipline plan, and agreed upon as far as office managed behavior and classroom management behavior and strategies within the classroom to continue learning. A RP site would also have the values agreed upon displayed throughout or told that have been created. Pilot sites (12) that we began in 2016-2017, and in addition, there are sites exploring restorative ways of addressing behavior and building community that are not one of those pilot sites. These are sites that the district is funding a RP lead, and an implementation plan and strategies to build tiered framework. Other sites are using

circles, or exploring how to greet students back from suspension in a restorative conference, and be able to talk to leadership teams on their plans.

- We have yet to determine the new cohort – how are sites determines? We have had a webinar for administration to join to hear about the opportunity to express interest in being implementation site, which will be different from the pilot, because there will be more to implement. We have had 7 buildings express interest in being one of those sites. Now there is a process to determine when they will start, and part of that included a meeting with restorative practice coordinator, assistant superintendent, and the principal to begin to prioritize what they have in their building, timing, and readiness to implement. In addition, sites beginning implementation in 2019, this spring, they will take Readiness for Change assessment, and engage in an online assessment to help them to build their action plan.
- If we know that PBIS and RP models are successful to supporting our schools, what is the plan to expanding to ensure these are sustainable in our schools and we could become a RP district. Response: We are also thinking along those lines. One thing mentioned was Castle coming this spring – they are a nationwide organization that has seen best practices, and their perspective will be helpful as we develop our own plan. They will provide and ask important questions about our system. It does start at the basis that "this is the way we do things here." That's students and adults and the reason we have seen results. In academic progress, if we can create the system in middle school so that all middle school students have that foundation for when they go to high school and what it can mean for students and teachers, we go upstream, and emphasizing and promoting, and empowering, what it could mean for learning and teachers wanting to engage students. For ages 0-high school, how are we aligning this so it is a standard, clear system, and how can we support a system that is more seamless and start sooner. In thinking about how difficult it is to have new students or students who haven't experiences SPPS, and continue to build to catch, reteach, and be intentional about that. The mobility rate is high, and our system needs to be great, and have those catch up or reteach or induction systems for new students – it can be challenging. We need to be consistent and use that data in proactive ways.
- Director Xiong then quoted Assistant Superintendent Dr. Theresa Battle that, "Student leadership is more than student voice." That's key and important in this work. As seen in the data, we've seen the affects of RP and being a PBIS school, and school climate as testified by Johnson and Highland Middle. It will be important to move towards a RP model for all schools.
- Are these positions in the pilot schools – how do we fund these moving forward? Do the sites roll into their budget? Response: It's a complicated formula, and we can dedicate direct time to that that for the model and implementation, and the grant and limitations from the funding. The funding we have received to do the model districtwide isn't the case and at the level we need to, isn't the case. We can have continual conversations about it, and how the staff are funded. It comes from all different types of positions, and people who are empowered and given time, space, and training to do this well, and a multitude of different positions.

C. Human Resource Transactions

Superintendent Gothard closed the Superintendent's Report by bringing forth the HR transactions for the period February 1 – February 28, 2019, including the recommendation for the appointment of a new Community Education Director for the district. It is with great pleasure that he proposes Anthony Walker for approval as appointee to this position.

**MOTION: Ms. Ellis moved approval of the HR Transactions for the period February 1, 2019 through February 28, 2019. Mr. Schumacher seconded the motion.**

The motion was approved with the following roll call vote:

| | |
|---|---|
| Ms. Foster | Yes |
| Mr. Brodrick | Yes |
| Ms. Xiong | Yes |
| Ms. Vanderwert | Yes |
| Mr. Schumacher | Yes |
| Mr. Marchese | Yes |
| Ms. Ellis | Yes |

## IX. CONSENT AGENDA

**MOTION: Ms. Ellis moved approval of all items within the Consent Agenda with items E3 – Naming the Central Senior High School Auditorium in Honor of Mary Mackbee and E5 – Request to Sign Early/Middle College Program Identification Application pulled for separate consideration; item E8 - Proposed Discharge of Tenured Teacher was removed from the agenda entirely. The motion was seconded by Ms. Foster.**

The motion was approved with the following roll call vote:

| | |
|---|---|
| Ms. Foster | Yes |
| Mr. Brodrick | Yes |
| Ms. Xiong | Yes |
| Ms. Vanderwert | Yes |
| Mr. Schumacher | Yes |
| Mr. Marchese | Yes |
| Ms. Ellis | Yes |

A. Gifts

**BF 31596** Request for Permission to Accept a Gift of Picture Books

That the Board of Education authorize the Superintendent (designee) to accept a gift of new picture books to be distributed to multiple school libraries.

B. Grants

**BF 31597** Request for Permission to Accept a Grant from the Ecolab Foundation

That the Board of Education authorize the Superintendent (designee) to accept a grant from the Ecolab Foundation for funds to support the Ecolab Teacher Grants Program; to accept funds; and to implement the project as specified in the award documents.

**BF 31598** Request for Permission to Accept a Grant from the National Science Teachers Association

That the Board of Education authorize the Superintendent (designee) accept a grant from the National Science Teachers Association for the funds to upgrade Chemistry Laboratory supplies at Washington Technology Magnet School; to accept funds, and to implement the project as specified in the award documents.

**BF 31599** Request for Permission to Accept a Grant from the Society for Science and the Public

That the Board of Education authorize the Superintendent (designee) to accept funds from the Society for Science & the Public to support summer STEM research opportunities for students; and to implement the project as specified in the award documents.

**BF 31600** Request for Permission to Accept a Grant from the University of Minnesota Monarch Lab

That the Board of Education authorize the Superintendent (designee) to accept a grant from the University of Minnesota Monarch Lab to install a new pollinator enhancement garden at Belwin Outdoor Science Center; and to implement the project as specified in the award documents.

**BF 31601** Request for Permission to Submit a Grant to the McKnight Foundation

That the Board of Education authorize the Superintendent (designee) to submit a grant to the McKnight Foundation for the funds to hire a project coordinator; to accept funds, if awarded; and to implement the project as specified in the award documents.

**BF 31602** Request for Permission to Submit a Grant to the Minnesota Department of Education – Library Services and Technology Act

That the Board of Education authorize the Superintendent (designee) to submit a grant to the Minnesota Department of Education for the funds to strengthen the partnership with Saint Paul Public Library and increase library usage among elementary students; to accept funds, if awarded; and to implement the project as specified in the award documents.

**BF 31603** Request for Permission to Submit a Grant Application to the Minnesota Department of Education – Turnaround Arts

That the Board of Education authorize the Superintendent (designee) to submit a grant application to the Minnesota Department of Education to participate in the Turnaround Arts program; to accept funds, if awarded; and to implement the project as specified in the award documents.

**BF 31604** Request for Permission to Submit a Grant to the National Foundation for Governors' Fitness Councils

That the Board of Education authorize the Superintendent (designee) to submit applications to the National Foundation for Governors' Fitness Councils for the DON'T QUIT! Campaign; to accept funds, if awarded; and to implement the project as specified in the award documents.

**BF 31605** Request for Permission to Submit a Grant to the NoVo Foundation and Education First

That the Board of Education authorize the Superintendent (designee) to submit a grant to the NoVo Foundation and Education First for the funds to expand implementation of Zones of Regulation; to accept funds, if awarded; and to implement the project as specified in the award documents.

**BF 31606** Request for Permission to Submit a Grant to the Travelers Foundation

That the Board of Education authorize the Superintendent (designee) to submit a grant to the Travelers Foundation for the funds to implement Academy of Finance; to accept funds, if awarded; and to implement the project as specified in the award documents.

**BF 31607** Request for Permission to Submit a Grant Application to the Minnesota Department of Education – 21st Century Community Learning Center, Cohort 8 Grant

That the Board of Education authorize the Superintendent (designee) to submit a grant to the Minnesota Department of Education for funds for cohort 8 of the 21st Century Community Learning Centers Grant Program; to accept funds, if awarded; and to implement the project as specified in the award documents.

**BF 31608** Request for Permission to Submit a Grant Application to Steelcase

That the Board of Education authorize the Superintendent (designee) to submit a grant application to Steelcase Education to support a new active learning classroom at Murray Middle

School; to accept the grant, if awarded; and to implement the project as specified in the award documents.

**BF 31609** Request for Permission to Submit a Grant Application and Memorandum of Understanding to the US Soccer Foundation

That the Board of Education authorize the Superintendent (designee) to submit a grant application and Memorandum of Understanding to the US Soccer Foundation for the in-kind installation of one or more mini-pitches (customized hard-surface courts suited for soccer programs) in Saint Paul Public Schools; to accept the in-kind gift, if awarded; and to implement the project as specified in the award documents.

**BF 31610** Request for Permission to Submit a Grant Application to the Office of VSA and Accessibility at the John F. Kennedy Center for the Performing Arts

That the Board of Education authorize the Superintendent (designee) to submit a grant application to the Office of VSA and Accessibility at the John F. Kennedy Center for the Performing Arts for the funds to participate in a professional development program to train special education teachers in Arts-Based Creative Teaching Strategies; to accept funds, if awarded; and to implement the project as specified in the award documents.

C. Contracts

**BF 31611** Request for Proposal (RFP) – No. A216003-A Internet and Fiber WAN Services

That the Board of Education authorize the Superintendent (designee) to authorize award of RFP No. A216003-A to CenturyLink, for the purchase of Internet and Fiber Wide Area Network Connectivity services in the amount of $3,909,852.

**BF 31612** K-2 Phonics Curriculum Materials Contract with Heinemann for Fountas & Pinnell Phonics, Spelling and Word Study System

That the Board of Education authorizes the Superintendent (designee) to enter into a contract with Heinemann to purchase the Fountas & Pinnell Phonics, Spelling and Word Study System.

D. Agreements

**BF 31613** Letter of Agreement between Metro State University and Saint Paul Public Schools for Use of Metro State University's Mobile Geo Dome

That the Board of Education authorize the Superintendent (designee) to sign the letter of agreement with Metro State University.

**BF 31614** Library Collection Materials for E-STEM Middle School

That the Board of Education authorize the Superintendent to enter into a contract with the library vendor that is selected through an open RFP bid process. The total cost for the materials is $200,000 and will be paid from the instructional services budget for the 2018-2019 school year.

**BF 31615** Request for Permission to Enter into an Agreement with AdoptAClassroom.org

That the Board of Education authorize the Superintendent (designee) to enter into an agreement approving schools to fundraise for classroom supplies, materials and resources on AdoptAClassroom.org's online fundraising platform.

**BF 31616** Lease Agreement with MN Pollution Control

That the Board of Education authorize the Superintendent to execute a Lease Agreement between the District and the Minnesota Pollution Control Agency to lease the use of light poles at several District sites the term March 1, 2019 through December 31, 2021.

**BF 31617** Request for Permission to Partner with Twin Cities Public Television and Accept Grant Funds

That the Board of Education authorize the Superintendent (designee) to accept a grant from Twin Cities Public Television for the funds to support participation as a Hero Elementary Partner Organization; to accept funds; and to implement the project as specified in the award documents.

E. Administrative Items

**BF 31618** Monthly Operating Authority

1. That the Board of Education approve and ratify the following checks and wire transfers for the period January 1 – January 31, 2019.

| | | | |
|---|---|---|---|
| (a) | General Account | #705060-706372<br>#0003217-0003272<br>#7003123-7003160<br>#0003159-0003248 | $87,105,887.33 |
| (b) | Debt Service | -0- | $0.00 |
| (c) | Construction | -0- | $3,542,800.57 |
| | | | $90,648,687.90 |

Included in the above disbursements are two payrolls in the amount of $38,077,183.24 and overtime of $133,188.17 or 0.35% of payroll.

(d) Collateral Changes

**Released:**

None

**Additions:**

None

2. That the Board of Education further authorize payment of properly certified cash disbursements including payrolls, overtime schedules, compensation claims, and claims under the Workers' Compensation Law falling within the period ending June 30, 2019.

**BF 31619** Recommendations for Exclusion of Students in Non-Compliance with Minnesota Statute 123.70 Health Standards: Immunizations

That the Board of Education excludes the named students from school effective March 28, 2019, should they not comply with Minnesota State Health Standards for Immunizations on or before this date.

**BF 31620** Request for the Creative Arts Secondary School Vocal Music Trip to New York City

That the Board of Education approves the travel request for the Creative Arts Vocal Music students to travel to New York City March 28-March 31, 2019.

**BF 31621** Saint Paul Public Schools 2018 Wellness Policy Annual Report

That the Board of Education authorize the Superintendent (designee) to accept this report and continue to support wellness promotion to Saint Paul Public Schools students, staff, and families through physical activity, healthy eating, and mental well-being.

**BF 31622** Facilities Purchases Over $100,000 - Adjustment

That the Board of Education authorize the purchases listed for the Facilities Department anticipated to be over the $100,000.

**BF 31623** Contract Signature Authority Matrix

That the Board of Education authorize the Superintendent (designee) to approve the updated Contract Authority Signature Matrix.

**BF 31624** Settlement of Outstanding Judgment

That the Board of Education approve the settlement and resolution in the above referenced matter; authorize its Superintendent, or the Superintendent's designee, to sign the Settlement Documents; and authorize the District administration to accept a check from judgment debtor in the amount of $450.00 to settle and resolve judgment debtor's outstanding balance.

F. Bids

**BF 31625** Bid No. A216523-A 271 Belvidere Boiler Replacement

That the Board of Education authorize the award of Bid No. A216523-A 271 Belvidere Boiler Replacement to Pioneer Power for a lump sum base bid $205,060.

**BF 31626** Bid No. A216679-A E-STEM (formerly Crosswinds) Middle School Renovation

That the Board of Education authorize the award of Bid No. A216679-A E-STEM (formerly Crosswinds) Middle School Renovation to Muska Companies for a lump sum base bid of $505,043.

**BF 31627** Bid No. A216545-A Murray Middle School and L'Etoile du Nord Upper Improvements

That the Board of Education authorize the award of Bid No. A216545-A Murray Middle School & L'Etoile du Nord Upper Improvements to Construction Results Corp. for a lump sum base bid with Alternates 1 & 2 of $1,883,400.

G. Change Orders

**CONSENT AGENDA ITEMS PULLED FOR SEPARATE CONSIDERATION:**

**BF 31628** Naming the Central Senior High School Auditorium in Honor of Mary Mackbee

Board members pulled this item for separate consideration to express their thanks and appreciation to Mary Mackbee.

Director Vanderwert thanked Principal Mackbee for all the lives she has touched. Director Vanderwert's three children attended and graduated from Central, and she is proud and grateful for all Principal Mackbee has done and her impact on her own family. Director Vanderwert noted her children are strong adults because of the leadership and influence of Principal Mackbee.

Director Marchese noted that one of his sons graduated from Central, and another is still attending. He thanked her for her service, and she has meant a lot to so many in the city. She helped to make Central a light within the city, and to keep it in the place her energy, dedication, commitment, and who she is and what she brings to the community. It won't be the same. He wished Principal Mackbee all the best in the next chapter, and thanked her for all she has done and is incredibly grateful for her work.

Director Schumacher noted that in hearing about Principal Mackbee from his niece and nephew, and throughout the city, the quality of her leadership in terms of our city, and leaders from Central who have made a difference to Saint Paul, and those less heralded that have been taught and modeled leadership by Principal Mackbee, who have become everyday citizens in our city and others, and understand the importance of education and community. He thanked her very much and appreciates her work.

Director Brodrick noted that their careers paralleled one another. He gave her the ultimate compliment that a school principal can get – he has talked to countless number of colleague that have worked with and worked for at schools across SPPS, including Harding, Central, and Mounds Park Junior High. Principal Mackbee has a huge fan club all over the city of Saint Paul, and her contributions to the education to our kids goes without saying that she has been such a supporter and friend of extracurricular of all kinds, especially athletics, and she is near and dear in the hearts of many people who think the name Mary Mackbee is magic.

Director Xiong noted the stories of lives of students and staff touched by Mary Mackbee. She thanked for her service and leadership to SPPS and to the city. We will miss you, and please come back, and we will be in touch. This is well deserving, and thanks.

Director Foster noted that thank you doesn't seem enough. Growing up in the Frogtown neighborhood, and graduating from Highland, with brothers that went to Central, and hearing a lot, particularly as a woman of color, she noted thinking about the neighborhood and how it has evolved and transcended over time, the differences that were dealt with from poverty and race relations being a leader of color in the district, and being a representative and a mentor, and idol fro so many people. There are times when we wondered when she would get out of that, and instead Principal Mackbee stayed and helped, and held high expectations for the students and staff, and made everyone feel welcome – that is the highest honor she could do for the children and families of Saint Paul. Besides thank you and wishing you well, there is not much we can say for someone who has given the time and level of service, not just to the school, but the community. Bless you in your journey, may you have fun, and we'll see you around.

Principal Mackbee thanked the Board and Administration. She thanked the Saint Paul Public Schools for taking a chance over 50 years ago when she was plucked out of Xavier University in New Orleans and recruited to teach at Mounds Park Junior High as one of the original core teachers, which was a great program and concept and we may want to look at bringing back for the middle school model. She's had a great career and enjoyed all the schools she worked at – Como Park Junior High, Harding, Career Studies Center, District Office, and Central. It's been a great journey, and thanked everyone for helping her along the way.

**MOTION: Mr. Marchese moved that the Board of Education approve the request to name the Central Senior High School auditorium in honor of Mary Mackbee. The motion was seconded by Ms. Foster and Mr. Schumacher.**

The motion was approved with the following roll call vote:

| | |
|---|---|
| Ms. Vanderwert | Yes |
| Mr. Schumacher | Yes |
| Mr. Marchese | Yes |
| Ms. Ellis | Yes |
| Ms. Foster | Yes |
| Mr. Brodrick | Yes |
| Ms. Xiong | Yes |

**BF 31629** Request to Sign Early/Middle College Program Identification Application

Director Vanderwert requested to pull this item to recognize this great program.

Darren Ginther, Assistant Director of Office of College and Career Readiness, acknowledged Adam Kunze, Program Manager for Gateway to College. He started in February 2016 with 53 students, and we are now at 176 in three years; 30% of those were at schools outside our district, and speaks to the sustainability of the program. It is a broad opportunity school and give chances to many different students to have college level opportunities while still in high school. This program targets students who have left school, those who aren't finding success in school, and can't or don't' have to the level of coursework in their school and give them their opportunity. Our model is to wrap around in support, in academic, emotional, and social support. Staff check in with students throughout the day to learn more about what they are doing, thinking about, and what's next. That one on one mentality is how we found our success.

- Board members noted that they have visited, and continues to impress. What's the capacity? Response: It's around 200 students – the only limiting factor is space at the college, which is run in a few classrooms and an office.
- Is there a possibility to find more rooms? Response: The answer is we need to do everything we can to provide our students endless opportunities, and this is part of our ongoing work in college and career readiness. There will be many recommendations for us to look at second-order change to get different results. Expansion is one possibility, as well as many others. This early middle college model that we are, and we are the largest in Minnesota with a model like this, and something we are very proud of and we are pushing the envelope in size and opportunity. A lot of other programs aren't centered at the college completely, and not all students in the ALC take college level classes.
- Director Vanderwert noted that she attended their graduation last year, and it was one of the most joyful events. It was obvious they were a community, and their families were so proud of them, and proud of themselves. It was a great celebration. Thanks for the work, and changing lives. Our first graduating class, there were 14 students – since then there have been 120 more. This year, we have 70 students on track to graduate.

**MOTION: Ms. Vanderwert moved that the Board of Education authorize the Superintendent (designee) to Sign the Early/Middle College Program Identification Application to the Minnesota Department of Education for SY2019-2021. The motion was seconded by Ms. Foster.**

The motion was approved with the following roll call vote:

| | |
|---|---|
| Ms. Vanderwert | Yes |
| Mr. Schumacher | Yes |
| Mr. Marchese | Yes |
| Ms. Ellis | Yes |
| Ms. Foster | Yes |
| Mr. Brodrick | Yes |
| Ms. Xiong | Yes |

## X. OLD BUSINESS

A. Policy Update
1. SECOND READING: Policy 417.00 - Drug and Alcohol Testing for Drivers
2. SECOND READING: Policy 416.00 - Drug and Alcohol Testing for All Employees

3. SECOND READING: Policy 516.00 - Medications/Medical Procedures

**Drug and Alcohol Testing for Drivers – Second Reading**

- Propose new policy (417.00) be developed
- Rationale
  - Make an official SPPS policy because SPPS already participates in these federally mandated practices for drivers:
    - Pre-Employment Testing
    - Post-Accident Testing
    - Random Testing
    - Reasonable Suspicion Testing
    - Return-To-Duty Testing
    - Follow-Up Testing

**Drug and Alcohol Testing for All Employees – Second Reading**

- Propose new policy (416.00) be developed
- Rationale
  - Currently, SPPS has no current mechanism (for any employees other than drivers) to rule out or confirm someone is indeed under the influence of drugs or alcohol at work
  - Liability and safety issue
- Unlike proposed policy 417.00, this policy will not include:
  - Random Testing
  - Job Applicant Testing
  - During Routine Physical Examination Testing
- This policy will include:
  - Reasonable Suspicion Testing
    - Will help district in making disciplinary decisions
    - Encourages employees who truly have a problem get help
    - If an employee has one positive test, the District must give them an opportunity to participate in treatment
  - Treatment Program Testing
    - Testing may be required as part of an employee's participation in any chemical dependency treatment under an employee benefit plan, or any chemical dependency treatment to which an employee has been referred by the District

**516.00 Medications/Medical Procedures – Second Reading**

- Last revised in 2008
- Revisions made to the policy:
  - Restructuring of sentences
  - Re-wording
    - "Designee of the school administrator" to replace "designee of the principal" (paragraph 2)
    - "Medications needed at school" to replace " medications prescribed" (paragraphs 4a, 4b)
- Additions to the policy:
  - Purpose statement
  - Paragraph 5 - overnight field trips / in original, labeled container
  - Paragraph 10 - emergency medication

**QUESTIONS/DISCUSSION:**

- We will receive feedback from our stakeholder group before it is finalized with the Third Reading? Response: We are receiving feedback now, and if anything is changed, the Board will be made aware. We feel good from what has been heard from stakeholders thus far.

B. FY 2019-20 General Fund Budget Update

Superintendent Gothard then welcomed Chief Financial Officer, Marie Schrul to provide an update on the FY 2019-2020 budget and timeline.

**FY 2019-20 General Fund Budget | Preliminary Big Picture**

| | FY19 Adopted (in $M) | FY20 Preliminary (in $M) | Difference (in $M) |
|---|---|---|---|
| Revenue (including LTFM) | $ 560.8 | $ 570.5 | $ 9.7 |
| Use of Fund Balance | 0 | 0 | 0 |
| Expenditures | $ 560.8 | $ 573.4 | $ 12.6 |
| Projected FY20 Shortfall | | $ **(2.9)** | |

- Projected revenue assumptions are based on a 1% increase to per pupil formula
- Projected revenue amount includes Long Term Facilities Maintenance (LTFM) sources within the General Fund prior to any State UFARS required transfers to the Building Construction Fund

**FY 2019-20 General Fund Projected Revenue**

| Projected Revenue Changes | Amount (in $M) |
|---|---|
| Referendum levy increase | $ 17.3 |
| State Aid increase (assumption of 1% increase on formula) | 3.1 |
| State Aid decrease (due to enrollment decline) | (6.9) |
| Compensatory Education decrease (based on 10/1/18 Free & Reduced lunch count) | (5.5) |
| Other revenue changes | (0.5) |
| Special Education | 2.2 |
| | |
| **Total FY20 Projected Revenue Increase** | **$ 9.7** |

**FY20 Budget Planning Changes**

- SPPS Achieves integrated within the FY20 budget
  - Schedule to support the middle school model
  - College and career programming
  - Professional development for paraprofessionals on social-emotional learning and PBIS
  - Culturally responsive instruction curriculum writing
- Projected enrollment (10/1 actuals from 2017 and 2018 – average for budget projection)
- Additional referendum funding – separate allocations

**FY20 School Budget Timeline**

- Budget rollout to sites on March 25
- Site budget toolkit
- FAQs communication guide
- Budgeting 101 video
- Principals' "Budget Fair"
- Guidance on school community engagement
- March 25 – FY20 school budget rollout | March 25-April 19 – Joint budget and staffing meetings; budget fairs | March 27 – FY20 Budget Fair | April 19 – FY20 school budgets due

**FY20 Program Budget Timeline**

- Budget rollouts to programs on April 1
- Joint meetings with leadership, program administrators, and accounting staff
- Budget FAQs communication guide
- April 1 TBD – FY20 program budget rollout | April 26 TBD – FY20 program budget returned

**QUESTIONS/DISCUSSION:**

- What are the expectations and role of board members in the budget timeline, and the upcoming meetings? Response: We will be providing updates as the budget is rolled out, and what we're hearing back, and would welcome any feedback. There will be budget hearings, and the first is anticipated to be the week of April 15th, and we are trying to get those earlier on the schedule to incorporate feedback into the budgets. There will be more information provided to give more detailed information. By the June 30th deadline to pass the budget, we are putting together chapters to make this come together; as time goes on, there will be more and more information to put together the budget as a whole.
- Board members thanked Chief Schrul and her team.
- For the enrollment projections to sites, which determine sections that principals need to fund in terms of grade levels or prep providers, when did enrollment projections go out to sites? Response: They have not gone out yet; currently the budgets are being reviewed and looking at enrollment by site because there was a two-year trend analysis. We're looking for anomalies, such as a school under construction or school adding another section – we take all that into consideration. If there are anomalies, we will be mindful of those. We also want principals to get the budgets and work with them. Like any budget, it is a projection, and we want to ensure we are setting up our schools for success. Enrollment is projected, and not necessarily what takes place in the fall, and we want to take this picture now and look in the fall for additional adjustments, and maybe even mid-summer to ensure schools are ready.
- The principals will receive the project enrollment with their budget? Response: Yes, that's correct.

## XI. NEW BUSINESS - None

## XII. BOARD OF EDUCATION

A. Information Requests & Responses

- Director Brodrick noted discussion of a Board Retreat in the near future.
- Director Foster noted that in thinking about recognitions and equity within the District, it's important to also recognize other student programs and acknowledgement of those. Superintendent Gothard noted that there is an internal group currently working on this, and they will bring a recommendation.
- Director Xiong also noted recognition for SEAB prior to the end of the academic school year as well.

B. Items for Future Agendas

C. Board of Education Reports/Communications

- Director Vanderwert provided an update on the Saint Paul Children's Collaborative. This month's focus was on after-school programming and finding the funding, especially with the start times change, and advocacy at the legislature is going to be needed. That's a concern of the Collaborative. In the president's budget nationally, all the after-school programs are zeroed out. Advocacy with the congress people is important – the Flips program is funded through federal funds.
- There was also an update on the mayor's college savings account.
- There was also an update from the libraries, and how they are hoping to be more engaged with the children in our community.
- The PreK and 3K steering committee also met, and still talking about funding. Director Vanderwert requested time on an upcoming agenda to give details on what's being planned and how it's going.
- Chair Ellis recognized the Seals of Bilingualism program. Over the past three years, SPPS has awarded nearly 900 Certificates of World Language Proficiency, and Gold and Platinum Seals of Bilingualism in 13 languages from the MN Department of Education to our multilingual seniors upon graduation. This amounts to hundreds of thousands of dollars-worth of college credit. Each award

(depending on the level) is the equivalent of either two, three or four semesters of credit at any MN State College or University. In the past few weeks over 400 of our high school students registered to take assessments to be evaluated for their language proficiency in Arabic, Chinese, French, German, Hindi, Hmong, Japanese, Karen, Korean, Portuguese, Somali, Spanish, and Thai. They need to qualify in all four modalities of the languages – speaking, listening, reading and writing. Without a doubt, St. Paul Public Schools is leading the nation in terms of providing assessments and opportunities for students who speak non-commonly taught languages like Karen, Hmong and Somali. No other district offers assessments in the Karen language. No other district in MN has given as many awards in Hmong, and we are proud to be growing our number of students being assessed in Somali each year.

- Chair Ellis also recognized Galtier's work in reading to the Final Four competition. Phalen Lake was also in the competition, with Galtier continuing on, and students will be attending the Final Four game to hear the winner. Mayor Carter also attended, as well as Director Foster and Director Brodrick. Stephen Weatherly from the Vikings was there to sign autographs and take pictures. It was a great event, and wonderful to receive the call from students.
- Chair Ellis also reported on the Academic Parent Teacher Teams (APTT) work. She attended different sessions at Wellstone and Four Seasons, and the focus is for students to learn with their families on specific skills by playing a game. The event was great with dinner and the rooms were filled with students and parents, and the test scores from October to currently were reviewed. It was also great to see the work of interpreters and working with families. APTT is a conference model that builds the capacity of teachers and families to work together to increase student academic achievement. Teachers learn how to better communicate with their families. Families learn ways to help their children at home on specific academic skills. APTT is a highly successful collaboration between SPFE and SPPS. SPPS and SPFE leadership meet monthly to discuss ways to support the program. Both organizations share the financial and leadership responsibilities of the program.

## XIII. FUTURE MEETING SCHEDULE

A. Board of Education Meetings (6:05 unless otherwise noted)

- April 23
- May 21
- June 11 | Non-Renewals
- June 18
- July 23
- August 20
- September 10
- October 15
- November 12
- December 3

B. Committee of the Board Meetings (4:30 unless otherwise noted)

- April 9
- May 7
- June 11
- August 7 (Wednesday)
- September 17
- October 22
- November 19
- December 17

## XIV. ADJOURNMENT

**Ms. Ellis moved the meeting to adjourn, and Ms. Foster seconded the motion. It passed by acclaim.**

The meeting adjourned at 10:22 p.m.

For clarity and to facilitate research, these minutes reflect the order of the original Agenda and not necessarily the time during the meeting the items were discussed.

Prepared and submitted by

Sarah Dahlke
Assistant Clerk,
St. Paul Public Schools Board of Education

**INDEPENDENT SCHOOL DISTRICT NO. 625**
**Saint Paul, Minnesota**

**SPECIAL CLOSED MEETING OF THE BOARD OF EDUCATION**
**Administration Building**
**360 Colborne Street**

**April 16, 2019**

**4:30 p.m.**

**M I N U T E S**

## I. CALL TO ORDER

The meeting was called to order by Zuki Ellis, Chair, at 4:38 p.m.

## II. ROLL CALL

**Present**: Board of Education: Ms. Ellis, Mr. Schumacher, Mr. Brodrick, Ms. Vanderwert, and Ms. Foster

Ms. Xiong arrived at 4:51 p.m.
Mr. Marchese arrived at 5:13 p.m.

Staff: Superintendent Gothard; Laurin Cathey, Executive Director of Human Resources (arrived at 5:13 p.m.); Jim Vollmer, Assistant Director of Employee Labor Relations; Kevin Burns, Director of Communications, Marketing, and Development; Cedrick Baker, Chief of Staff; Marie Schrul, Chief Financial Officer; Sarah Dahlke, Secretary to the Board

## III. APPROVAL OF THE AGENDA

**MOTION:** It was moved by Ms. Foster and seconded by Mr. Schumacher that the Board of Education close the special meeting and continue the meeting as a closed meeting for the Board to discuss labor negotiation strategies for all bargaining units as allowed for by Minnesota Statutes Section 13D.03, subd. 1.

The motion passed by acclaim.

## IV. NEW BUSINESS

The Board of Education and staff discussed labor negotiation strategies for all bargaining units.

V. **ADJOURNMENT**

**MOTION**: It was moved by Ms. Foster to conduct the remainder of this meeting as an open meeting. The motion was seconded by Mr. Schumacher.

It passed by acclaim.

**MOTION**: It was moved to adjourn the meeting.

The motion carried and the meeting was adjourned at 6:29 p.m. It passed by acclaim.

Prepared and submitted by
Sarah Dahlke, Assistant Clerk

**MEETING MINUTES**
**COMMITTEE OF THE BOARD MEETING**
**April 9, 2019**

PRESENT: Board of Education: S. Marchese, J. Schumacher, J. Foster, J. Brodrick, M. Vanderwert, Z. Ellis

M. Xiong arrived at 4:49 p.m.

Staff: Superintendent Gothard, M. Hoerth, H. Kilgore, K. Lacher, R. Biel, J. Sims, C. Carlstrom, Y. Vang, M. Doud, S. Dahlke, K. Wilcox-Harris, C. Long, C. Baker, J. Turner, E. Agbamu, L. Sayles-Adams, L. Erickson, K. Randall, L. Cathey, K. Burns, H. Ott

Other: K. Ackera, W. Moore, D. Presley, J. Weigum, B. Yewhalawork, K. Craven, J. Kolls, N. Kruse, T. Dreher, J. Nathan, N. Bolen, C. Allen, P. Hendricks, T. Jones, T. Lonetree

## I. CALL TO ORDER

The meeting was called to order at 4:36 p.m.

## II. AGENDA

A. Superintendent's Announcements

Superintendent Gothard began the meeting by welcoming everyone and hoping that everyone had a great spring break and noted concerns about the upcoming weather. We have a nine-week push to end the school year as well as possible, and we have a lot of work to do still. He hopes everyone had a good break and off to a good 4th quarter. He also prepared a statement about the learning lead proposal and to improve long-term student outcomes in our district. He recapped his learnings in the past two years, and knowing to create a structure for continuous improvement in schools. Learning leads are 1.0 FTE teacher positions and SPFE members who will work with staff for professional development. The building principal will hire these positions, and these positions are not supervising staff. Learning leads will work together with staff and district leaders. In the initial proposal, learning leads are funded from a combination of Title I and ESSA funds that are targeted for school improvement in targeted schools and build districtwide support for our schools. We plan to redistribute these funds so that funds go to the schools directly. We do not have enough of these funds to fund a position at every school in SPPS, but we offer the ability to do this by creating a match of Title dollars and General Fund dollars to grow this network across schools. The roughly $110,000 per learning lead is the same average used for all teacher positions in SPPS, and includes salary and benefits. We are required by MDE to create a plan for comprehensive support and improvement (CSI) and targeted support and improvement (TSI) schools. SPPS has a number of schools on these lists currently, and we want to move them off those lists. We need to create a sense of urgency and do so in a systemic manner, and Title and ESSA funds are appropriated to support the identified schools. These will not be another layer or redundant staff position. We currently lack a system of this work; schools have used discretionary funds towards positions like this in their schools for improvement. We need to create a system that the district can support. Learning leads are targeted and must be used to support school improvement. What has led us to this system - we have persistent gaps in student achievement, and Superintendent Gothard recapped the reading scores and the proficiency of subgroups as evidence of these gaps. He also recapped qualitative evidence and conversations with families, PACs, staff, and community to create a system for students to succeed. Our students, families, and advocates are demanding action to improve long-term student outcomes. This needs to be a system change. We are going to build a structure to identify problems of practice in student learning and to support them to create

new actions aimed at improvement. He also shared quotes and research from leading experts in student learning and school improvement – the *repeated practice* part of the research is very important. We all have a very high standard for our students. This need for improvement is also articulated in SPPS racial equity policy 101.00 section 2C on teaching and learning. Learning leads will organize the work of professional learning that is job-embedded and does not take teachers out of schools. He then shared another quote of research on professional development for teachers and improved long-term student outcomes. We want to be a district with a system of school improvement and to create a school-based model of school improvement; learning leads will collaborate and share with district leaders and staff. We are building momentum for SPPS Achieves. He will continue to advocate and fight for every bit of support for SPPS. He is recommending additional resources beyond learning leads, more than 2/3 allocated will go directly to schools and there will be requests for added positions. This is based on the direction to improve long-term students outcomes for the wonderful children and families in SPPS. He has tasked administration to build a system for learning leads that eliminates the need for general funds for next year, and target to CSI and TSI sites. It's important to reflect on how this plan was proposed, but will not back away from the importance of these positions in improving student outcomes in our district.

**QUESTIONS/DISCUSSION:**

- One of the big questions is about this not being another level of redundancy, and what is the role of learning leads versus our current coaches and TOSAs? Response: There are a lot of different roles in buildings, and without a system, we may not know what each and every one is doing. To create a system that is supported and is approaching challenges in each building in a systemic manner. There are positions that we need to do a better job of allocating and use of discretionary funds, which they shouldn't have to. These should be positions that are supported at a district level in a systemic way.
- Within the current structure, we are creating new positions and thinking about the use of resources and three-years of budget deficit, why this route? Response: With the final recommendation, it would no longer use general funds for the learning leads positions, and use Title dollars to target CSI and TSI schools and to build the knowledge we plan to gain from this model.
- That kind of intense professional development will build our teachers. How will it ensure what we are doing is different and better? Response: We have almost 40 KPIs in SPPS Achieves plan that the Board will hold the Superintendent accountable for, and when we come back and look at those key performance indicators, he will demonstrate that we are meeting goals set forth in the strategic plan.
- The position has been created for the learning leads role, with a description, and track staff and teachers who are best prepared, and buildings will have a role in the selections as well as district staff.
- For the criteria, will they be more senior staff in the district already, or will they be internal and external staff? Response: Folks having knowledge of SPPS will utilize the skills we have here will be the first and best option. It's a process to determine who will be the best fit, and from there, we will open it to external candidates as well. It would be the preference to utilize this as a position for our staff to embrace, and for a teacher to have a new leadership role.
- For reporting back and tracking, is there a set schedule – what will that look like? Is that quarterly? What is enough time to get data back to tell us how it's going and what will need to be reconsidered? Response: As a system, we need to do reporting on school improvement especially for CSI and TSI schools. It will be to make sure we have the right information in front of us, and distill it down to data bites that are effective to demonstrate we are making progress. These practices are happening in buildings, but not overall as a system for improvement. We have resources and people working hard. A learning lead is to support our teachers at a building level and to lift their voice.
- To follow up, we have heard from principals and teachers an interest in having a cohesive set of priorities and structure from the district and a system to move forward with priorities and structure. This is critical. It's challenging too. We need a system in place to evaluate, and this is a critical time for our district to move forward, and there is confidence this is the right way to move.
- It's also critical to with this new system, to have flexibility with each site, so that we are not creating additional problems with sites because of the way items are at each site. A base of what the district is providing, which is critical, and also have the flexibility to work with principals and staff to have successful visions for each school. It's important that principals feel confident they will have budget and programming to move forward for a successful learning environment.

- How many CSI and TSI schools are there? Response: There are 28 total combined. The planning work would begin in the summer, for us to be prepared for next school year.
- In listening to initiatives and plans, and all are aimed at creating a district where students, teachers, administrators, parents, and the community are working together for success. Every time in listening to presentations, the presenter has said the key words are relationships, trust, and collaboration. How will this lead teacher positon help us to do a better job in relationships, trust, and collaboration? Response: At a high-level, it's a big and important questions. School needs to be organized to do this – there has to be teams established, norms for teams, and communication is incredibly important to how to build cohesion and success, and build trust. People need to feel a part of it, and this lends itself to relationships. Everyone is a leader at the school – in terms of what they are doing on a daily basis to affect student achievement and working with the district. We need to be organized for that effort. A key item is that they learning lead does not replace the principal or a principal-like position – a principal has a very different role in 2019 than it did years ago. A successful school system cannot be built on the backs of principals. By managing school improvement with the staff and district, trust will be built because they will be a part of it, and have voice and choice. There are examples of this all over the district, but not one system of how we do this in SPPS.
- A board member noted that he feels confident with the time and talent in this decision, and this is a methodical and logical plan to do this, and how it will work with kids and teachers, and principals.
- Within the context of budget, and how it fits into the overall plan – we are clear that the revised proposal is for 28 learning lead positions at TSI and CSI, and is different than what was reported earlier. It's also important to note that only Title dollars will be used, not general funds, and for reasons on restrictions of federal funds, and using Title I and ESSA dollars appropriately for school improvement, and they are districtwide Title I, not allocated to schools, and that we are not taking away dollars from schools based on pupil count or poverty level.
- It's important to emphasize that these are 28 positons, which would be 28 times the average teacher salary - there is nothing unusual for this position versus traditional averages, with some summer PD built in. There will also not be net changes to the budgets of individual schools such that they would lose funding for other programming for support? Response: In terms of per student funds, no, but we will check into the districtwide supports given to schools directly.
- In choosing to go this route to increase achievement, other choices were not made. As we have heard from the community in issues about classroom support, how do those supports fit in with what we are trying to accomplish and propose overall? Is there an opportunity to increase those supports in the budget? Response: Yes, there are opportunities to increase those supports. Also go back to having a system. We need a system to place various positions. This is the underfunding of MN schools, and going back and forth all the time, and develop a cadence. The challenging part of this discussion is choosing one over the other – we'd like all. To build a system to evaluate effectiveness and look for ways to improve, and to have a system to base that on is an important next step.
- For the Title I funding, want to understand the districtwide funding for these positions versus using Title I funds for other supports. Response: Title I funding as the extra layer, supplemental to state and local dollars. Federal dollars cannot fund the basic education. We've heard questions about why they can't buy social workers, and those positions are part of the contract. At that point, those are required positions, and necessary for a basic education, and are no longer supplemental, but part of the core requirements. It may vary by districts, and relates to how SPPS already creates support and uses general funds to do that.
- If we wanted to increase the number of supports, could we use Title I funding for that? Response: We would need to be very careful in how we do that because we are already demonstrating that those positions are necessary, and to say we are adding and differentiate that these were already part of the core.
- If we were to change ratios of number of students to support staff, would it change the calculation? Response: We have already established the fact that these are necessary positions and funded at the state and local level, that changing the ratios wouldn't change the fact that these are the core expectations.
- It would make it difficult to use Title funds for these positions, and there is already a precedent of using state and local dollars, that using Title funds wouldn't be supplementing. It's more to do with the

category of the position, and not the number of FTEs. This is a category that is now contractual, and not supplanting.

- At the school site-based Title funding, and if they want to purchase an additional support role with those funds, they would be able to with their Title dollars? Response: With the EA, don't know there is a contractual piece. We ask schools to use funds in a different way because there is a contractual basis.
- There is the allocation of Title I to buildings and allocation to district level. Currently the learning leads funding will be from districtwide funding, and buildings will still receive their Title I school allocations? Any limitations will remain the same? Response: Correct – it's also important that billing allocations have changed due to FRL count, and enrollment, so their dollars change. If schools are seeing a reduction, there are several factors – such as fewer FRL students, and pupil count allocation is lower, the overall base of where starting at is lower, because the federal allocation is about 15% lower than anticipating and starting more conservative.
- If schools see a change in the Title dollars, it is not a result of the learning leads position, but as a result of poverty level shifting in the individual buildings. These are 28 net new positions in buildings, and increase in headcount in buildings. This is a part of other additional funding with additional support and staffing.
- It was also noted that social workers, counselors, nurses, and support staff are incredibly important in improving long-term student outcomes. Ensure that there is great value for those positions, and this is about a systems and persistent racial achievement gaps in this district.
- Support that we know learning happens in relationships, and a child's most important relationship is with the teacher, and this is to build a teacher's capacity to address those racial inequities and the achievement gap that we see. If done right, and data to show we are making progress. That will be more important than other relationships in the schools. Schools organized with this work are pulling data to use in bites for teachers to use to inform us for improvements. Teachers pour over the data and noted how important it was for their teaching.

B. Raising the Tobacco Sales Age to 21 in Saint Paul

Superintendent Gothard then introduced William Moore from Saint Paul-Ramsey County Public Health; Kristen Ackert from Association for Non-Smokers MN; and Damone Presley from Aurora Saint Anthony Neighborhood Development Corporation to present on youth tobacco use, background on Tobacco 21, e-cigarettes/vaping, and community support.

**Minnesota Youth Tobacco Use**

- Youth tobacco use has increased for the first time in 17 years
- Cigarette use dropped but e-cigarette use increased dramatically
- A graph showing the percent of high school students who used various tobacco products in the last 30 days was presented, and showed the decrease of cigars, smokeless, and pipe, a slight increase in cigarettes, and spike in e-cigarettes from 2014 to 2017
- A graph was also shown that depicted youth tobacco use in Ramsey County comparing tobacco use among Ramsey County's 9th and 11th graders in 2016
- Statewide, over 17% of 11th graders use e-cigarettes, while only 8.4% use cigarettes and 5.1% use smokeless tobacco

**Reasons to Raise Tobacco Sales Age to 21**

- 95% of current adult smokers started before they were 21
- Human and economic cost of tobacco use
- Many youth get tobacco from older peers

**The Epidemic of Electronic Cigarettes**

- Photos showing the evolution of e-cigarettes were presented
- Nicotine harms brain development as teens grow; youth nicotine exposure has negative implications for learning, memory, and attention span
- The brain learns addiction; nicotine can change brain chemistry, making youth more susceptible to addiction

- The earlier the exposure, the greater the risk
- Nicotine addiction can happen quickly
- The tobacco industry targets youth and spends $117.8 million on marketing each year in Minnesota

**Community Support**

- Saint Paul District Councils with T21 resolutions include North End District Council, Fort Road/West Seventh Federation, St. Anthony Park, and Union Park; others are considering as well
- Thirty-one Minnesota cities and counties have raised the tobacco age to 21

**Recommendation**

- Saint Paul should join the growing list of Minnesota communities raising the tobacco sales age to 21

**QUESTIONS/DISCUSSION:**

- A board member noted that she has had multiple conversations with students, who have raised concerns about what they have seen in their schools concerning vaping and tobacco use, and polies and initiatives to address this. She also noted the photos in the presentation of how similar these items look to soda and candy brands, and are such a huge target for younger people, and thanked the team for their work and its importance.
- For people under 21 who are trying to quit, one argument is that they will no longer have access to these types of things – does it show that it helps to get kids off cigarettes? Response: Since these devices and products are so new, there is still a lot of research being done. With combustible cigarettes, there are decades of research that shows the detrimental effects of them, and people are looking into the effects of e-cigarettes as well. They are not an approved cessation device by the FDA. There are other ways, including patches and gum that are approved that 18 year olds will still have access to. We prefer that people don't start, and don't start on another device. The nicotine in these products is alarming.
- Someone who wants to quit cigarettes, and turns to one of these devices and get them off tobacco, are any of these nicotine free? Response: A lot of times, they may say they are nicotine free, but because they are not federal regulated, there can still be trace amounts. Research shows that there is not any product that doesn't contain nicotine. In the community, we are able to share this knowledge and use education around that conversation, and education is so important and the framing of those conversations. There are not federal regulations in what goes into this fluid, and we don't know the long term effects. Survival is the most natural instinct, and if we can educate people on what can harm them and the risks, more often people will choose survival.
- What are we including in our health curriculum around this topic, and at what point are we talking about smoking? Response: It is included in elementary health conversations and curriculum includes this topic, as well as others such as safe and healthy relationships in primary grades, and including e-cigarettes, vaping, smokeless tobacco, drugs, and alcohol, and work to revise on a regular basis and are added along the way.
- What is the best understanding of when this reaches a tipping point or when the state legislature, instead of bit-by-bit or in other states? Response: The first Midwest state to pass it was Illinois last week. In the past legislative sessions have included this push to make it statewide. From the map, the 31 communities include outside the metro, with the goal to be statewide. It passed through the House this year, but is not included in the Senate health and human services wellness omnibus bill. The process is underway, but feeling it is unlikely this year, but working towards that and working on the local ordinances for that momentum.
- Without Saint Paul, about 26% of the population of the state of MN is covered – if Saint Paul joins, it will be increased as well.
- Another board member recounted his personal experiences of the amount of information and mis-information, the most powerful messenger is friends and peers. He knows of people and the peer pressure and mis-information and in the age category of 16-20. He applauds this effort and thinks it's important to support. If we are about the health and well-being of our children, we need to be about this as well. He thanked the team.

- The procedure for the draft resolution and text was also provided. Draft text will be provided, and if decided to move forward at the regular meeting, there would be a resolution as part of Old Business. Next steps will also include sending the signed resolution and letter of support to the City of Saint Paul in support of them voting on this at the City.

C. Social Studies in SPPS

Superintendent Gothard then welcomed Rebecca Biel, Social Studies Supervisor, Office of Teaching and Learning, and teachers to present on social studies in SPPS and experience in classrooms in teaching social studies.

**District Social Studies**
- SPPS Social Studies Mission: To provide responsive instruction and relevant content to meet the learning needs of SPPS students.
- SPPS Social Studies Vision: We strive to provide quality learning of historical thinking, geographic inquiry, civic inquiry and economic analysis based on MN State Standards for Social Studies, multiple narratives, absent narratives and counter-narratives for students K-12.

**ESSA, ELL and Social Studies Academic Language**
- SY 17-18 Develop Discourse, Sentence, Vocabulary for each unit for each course
- SY 18-19 Making the invisible visible - PD and implementation of discourse, sentence, vocabulary for each unit for each course (Government and Economics under construction)

**Bdote - Grade 5 Early Americas History**
- All Grade 5 students are expected to learn about the Dakota as a complex society (5.4.4.16.1) and MN as a Dakota place (in the classroom and with an out-of-classroom learning experience)
- Training the Trainer model for Grade 5 teachers
  - CEC funds training on Bdote sites with Dakota elders
  - Social Studies and OIE constructed before-during-after lessons
  - Social Studies budget covers bussing
- 80% of elementary schools participate each year

**History Day**
- National History Day is an inter-disciplinary research project for students in grades 6-12. History Day teaches students to:
  - Conduct in-depth research
  - Use primary and secondary sources
  - Read a variety of texts
  - Analyze and synthesize information
  - Write and present historical content
- All students in American Studies 7 and general education HS U.S. History participate in History Day
  - Teacher Guide created by SPPS teachers
  - Unit with Lesson Plans created by SPPS teachers
  - Emphasize process over competition
  - Support from MNHS Education Department

**Partnerships**
- The wide range of partnerships were reviewed, which included MN Historical Society, MN Civiv Youth, Ramsey County, MN Council on Economic Education, Mitchell Hamline College of Law, MN Children's Museum, League of Women Voters, Every Child Matters, Ever-Fi, Center for Equity and Culture, Office of Multilingual Learning, and the Mayor's Office with support from East Side Freedom Library, U of M, MDE, Echoes and Reflections, and World Savvy.

**Elections**
- What Social Studies Does Every Election Cycle

    - Voter Registrations
    - Kids Voting
- What is new?
    - Ramsey County Civics Project
        - Initiated by Ramsey County Commissioners and Ramsey County Elections
        - Partnership between U of M CEHD, Ramsey County Elections, MN Civic Youth, SPPS Social Studies
            - A teacher liaison in each high school recruits students to be election judges (16 years old, citizen)
                - Approximately 300 SPPS students were election judges
            - Respectful Conversations in four high schools
                - PD for teachers and students
                - Two RC before the election
                - One RC post-election
            - All school mock voting with ballot counting machines (RC schools)

**Respectful Conversations**

- An overview of Respectful Conversations was discussed, including the count of schools, racial/ethnic identity, and preferred pronouns
- 113 students trained to be RC leaders; 14 teachers trained; 20 classes participated

**Core Content Courses – Transformation**

- Cohort of Teachers work together once a month
- James Banks model of curriculum reform
    - Synthesis of multiple narratives, absent narratives and counter-narratives into curriculum
    - Perspectives, frames of reference and content work together for a deeper understanding of Social Studies
    - Frames of reference - systems of power, resistance/resilience, race, racism, institutional racism, social construct of white is normed
- Dr. Keith Mayes works with teachers on content
- SPPS Culturally Relevant Curriculum Continuum
- Plans for courses in 2019-2023 were shown

**Current State Studies Courses**

- Four unit, one semester courses
    - Identity
    - Systems and Power
    - Narratives of Resistance and Resilience
    - Transformation, Continuity and Change
- 7/9 high schools offer at least one Studies course
- Focus Beyond offers Deconstructing Normal: Abilities Studies
- Hmong Studies being developed
- Social Studies Supervisor is Project Owner for Studies courses
    - Constructing a business case of current state, opportunities and risks to address SEAB recommendations
    - Project plan developed from business case
- The studies courses scheduled to be implemented were also reviewed, including Abilities Studies, African American Studies, Asian American Studies, Indigenous Studies, Latinx Studies, LGBTQ Studies, Women's Studies, and Hmong Studies

**Growth since SY13-14**

- A graph showing the includes in offerings was shown. Offerings have doubled over the past 3 years.

**Opportunities for Alignment with SPPS Achieves that Could Accompany Department Growth**

- Current state: All content, programming, projects, professional development, partnerships, working with K-12 teachers supported by 1.0 FTE supervisor
- Opportunities with Department Growth
  - Focus on Elementary Social Studies
    - Grow implementation through support for classroom teachers/PLCs
    - Grow content knowledge and pedagogy through professional development, resources and materials
    - Alignment with Literacy blocks
    - Serve student learning
      - Ensure ALL students are equally and equitably prepared for middle school
      - Students make connections to what they are learning
  - Coaching, work with PLCs and support for new teachers
  - Accelerate Infusion work

**Kudos**

- Steve Jents, 3M Rising Star in Economics award in 2018; Molly Keenan and Eric Erickson, Teacher of the Year Nominations in 2019

**QUESTIONS/DISCUSSION:**

- The Board thanked them for their work. In thinking of the different studies courses such as Latino, African American, how are you making it relevant and realistic to challenges to what is in books and not in books? Response: In the teacher's class, she noted that she does not use textbooks, and instead uses primary resources, and has created a culture of trust with her students. A lot of students taking her courses know that she gets their perspective and allows them to voice their perspectives. It is that relationship of trust, and in her courses, she and students do not shy away from talking about race and issues. Students can call her any variation of her name, and that comfort level created, and so they know they can view or express what they need to. SEAB also pointed out that how do we get "woke" teachers – and how we keep growing that mindset for teachers.
- What tools are we using, and Saint Paul is community-rich in leaders that can bring lived experiences, and tapping into the community to enhance. Response: Yes - we have a substitute teacher who grew up in Montgomery during the Civil Rights Movement, and she is requested to speak in different classes. Students know her and have a relationship with her, and learn from her.
- With many of the historic books that paint a skewed version of the world, how are we looking at everything we are doing, and books available and making them more accurate. In working with staff, we bring a lens and looking at books about how they are culturally relevant with students, and the critical lens to look at some of those books. Also, looking at new books. Hoping that in 2021, we shouldn't have to buy textbooks with Schoology and resources, and developing that critical lens that is an important skill.
- Are you purging books in libraries? Response: Some books are pulled, and we work closely with media specialists and libraries to ensure teachers have what they need and are requested, and types of books that students request. A lot of students are looking at a book, and are asking questions about why it is still offered, and talking to the library to get it off the shelf, and looking at items through their own lens and questioning.
- A board member noted that in hearing terms like "woke teacher" and "mindset" and purging books from libraries, he feels uneasy. Response: We expect teachers to bring a critical lens, and to discuss voices on who's being heard and not heard, and a follow-up to talk about voices showing and those not showing. The critical lens to ask questions is important.
- In talking about critical lens, we have a difficult time defining a personal bias. How do we talk about competing biases? Response: In talking about professional development, one of the topics is sympathy versus empathy and resources. Developing the critical lens for this narrative, and others that go along with it. In 3a, it will also be covered.
- "Woke" and "mindset" have been controversial. Does SPPS and Social Studies team have a definition of these words? Response: In going along with SEAB conversations, what are they talking about in "woke" and what makes their learning a rich experience, and getting to tease out what is it about what's

happening to make school a safe and comfortable place to learn. We need to do further probing, and to have SEAB members tell us more about what they mean.

- It's important to infuse this learning throughout all our courses, and studies courses end up a place to park information, where it needs to be embedded in all courses. There is an aspect with SEAB, also important about how we give power and voice to students to articulate their lived experiences, and context and sharing that. It's important to speak to people's experiences, and also work to do around creating space to share the power with students and community members with experience and knowledge to create that with students and teachers. It would be interesting to hear more about Ethnic Studies in future meetings.

D. Update on E-Stem Magnet Middle School

Superintendent Gothard then invited Jocelyn Sims, Principal of E-STEM Middle School to present the update on the new school and its offerings.

**Experience E-STEM**

- Students at the following Eastside Elementary Schools have learned about E-STEM through a personal visit from Principal Sims:
  - Highwood Hills, The Heights, Phalen Lake, Dayton's Bluff
  - All Eastside Elementary schools were offered a visit from Principal Sims
- Tuesday, February 12th from 9-11AM, 1-3PM and 5:30-7:00PM: 28 families attended the Showcase. Families came from several different schools including Expo, Four Seasons, Nokomis, Highwood Hills, Battle Creek Elementary, Frost Lake
- Enrollment Projection for 19-20: 200 students. Currently at 173 students.

**Planning Update**

- Twenty staff have been hired
  - 17/20 staff are experienced, highly qualified teaching and/or support staff
  - 3 teachers are new to SPPS
  - 2 teachers are from the Metro State School of Urban Education Program
- Construction has begun
  - Main Office Remodel
    - Secure Entrance
    - Gender Inclusive Bathrooms - 6th grade
    - Removal of half walls in open classrooms
      - Enlarges classroom to meet class size requirements
- Course schedules were reviewed, including core classes, and exploratory

**Professional Development Plan**

- Four Teachers and Principal Sims attended the "E3: Excellence, Equity and Education Summit in California over spring break.
- E-STEM Leadership Team is meeting twice a month to begin planning for Election to Work Agreement over the summer. The Leadership Team is made up of 8 E-STEM staff and Principal Sims.
- All E-STEM staff will engage in 4 week of Professional Development this summer.

**Exciting E-STEM News**

- Applied for Foundation for Governors' Fitness Council's 2019 DON'T QUIT! Campaign Grant which if granted, would support a $100,000 state of the art fitness center
- Applied for and rewarded with a $15,000 grant from Verizon for two Project Lead the Way courses. One will be used as a STEM elective course and the other as an integrated art course.
- Working with SPPS College and Career Readiness department to start a Middle School "College and Career Readiness Center"
- Beginning communication with 3M regarding STEM support and partnership opportunities

**QUESTIONS/DISCUSSION:**

- A board member noted the gender-neutral bathrooms and their importance.
- Superintendent Gothard noted the middle school model since he began, and it needs a jolt of excitement and a showcase of who we can be. This is the kind of energy and excitement that all families and students need to have, and we need to find a way to do this within the confines of our current buildings, and he thanked Principal Sims for her work.
- In going back to the professional development, and those teacher were able to know each other over the summer, and it was great to come together to work together with someone known over the summer. Response: The first two days will be teambuilding, and we are thinking of ways to do that. They may begin with an escape room as an E-STEM activity and thinking outside the box. The other component to teambuilding is the restorative practices piece, that can sit in the circle and get to know each other – the other great thing is that these teachers do know each other and connecting with each other. The dream was to hire the people to do this, and we are excited for the people hired.
- Will families of staff be included? Response: We have gone to school PTOs and have a list of families that will be a part of this, as well as students, and to get that voice in the planning portion.

E. FY19 Budget Revision

Superintendent Gothard then introduced Marie Schrul, Chief Finance Officer, and Kimberly Cordes-Sween, Senior Budget Analyst, to present information regarding the FY2018-2019 budget revision. He also thanked the Finance team for their hard work.

**FY19 Budget Revision**
(General Fund – Assigned Fund Balance Re-Appropriations)

| **Assigned Category** | **Amount** | **Description** |
|---|---|---|
| Site & Program Carryover | $2,014,767 | FY18 carryover balance of non-salary items in school & program budgets |
| Professional Growth | $255,192 | Contractual balances from FY18 carried over to FY19 |
| **Total Assigned Fund Balance Re-appropriation** | **$2,269,959** | |

**FY19 Budget Revision**
(General Fund – Revenue Changes)

| | **Revenue Item** | **Amount** |
|---|---|---|
| 1 | LTFM Revision to General Fund from Building Construction Fund (State reporting requirements) | $22,382,590 |
| 2 | General Education State aid revenue increase | $4,599,478 |
| | **Total** | **$26,982,068** |

**FY19 Budget Revision**
(General Fund – Expenditure Changes)

| | **Expenditure Item** | **Amount** |
|---|---|---|
| 1 | LTFM Revision to General Fund from Building Construction Fund (State reporting requirements) | $4,340,668 |
| 2 | LTFM Revision in General Fund | $11,616,002 |
| 3 | Special Education budget revision | $5,065,712 |
| 4 | Fall 2018 Enrollment Adjustments | $(1,571,688) |
| 5 | Other School & Program Adjustments | $3,633,148 |

| | | |
|---|---|---|
| | **Total** | **$23,083,842** |

**FY19 Budget Revision**
(Building Construction - Revenue and Expenditure Changes)

- Revisions on the Building Construction Fund reflect Certificates of Participation (COP) expenditure increases for 6 school construction projects (including 3 that were approved by MDE in December 2018) in the FY19 plan. The budget revision also includes carryover of fund balance from FY18.
- Revenue is revised to $15m for Capital Bond issues only.
- LTFM Expenditures and Revenue has been revised to the General Fund.

| **Building Construction** | **Adopted** | **Revision** | **Revised Budget** |
|---|---|---|---|
| Revenue | $37,382,590 | $(22,382,590) | $15,000,000 |
| Expenditures | $51,003,599 | $46,049,244 | $97,052,843 |

**FY19 Budget Revision**
(All Funds - Revenue Changes)

| **Fund** | **Adopted Budget** | **Revision LTFM** | **Revision** | **Revised Budget** |
|---|---|---|---|---|
| General Fund | $534,731,107 | $22,382,590 | $4,599,478 | $561,713,175 |
| General Fund Fully Financed | $44,099,990 | | $14,474,420 | $58,574,410 |
| Food Service | $28,938,889 | | $2,575 | $28,941,464 |
| Community Service | $23,187,476 | | $88,678 | $23,276,154 |
| Community Service Fully Financed | $8,671,763 | | $ (2,654,787) | $6,016,976 |
| Building Construction | $37,382,590 | $ (22,382,590) | 0 | $15,000,000 |
| Debt Service | $40,455,800 | | 0 | $40,455,800 |
| **Total Revenue** | **$717,467,615** | | **$16,510,364** | **$733,977,979** |

**FY19 Budget Revision**
(All Funds - Expenditure Changes)

| **Fund** | **Adopted Budget** | **Revision LTFM** | **Revision** | **Revised Budget** |
|---|---|---|---|---|
| General Fund | $534,731,107 | $2,269,959 | $4,340,668 | $560,084,908 |
| General Fund Fully Financed | $44,099,990 | | | $58,623,620 |
| Food Service | $28,938,889 | | | $28,941,464 |
| Community Service | $23,332,956 | | | $23,421,636 |
| Community Service Fully Financed | $8,671,763 | | | $5,958,062 |
| Building Construction | $51,003,599 | | $ (4,340,668) | $97,052,843 |

| | | | | |
|---|---|---|---|---|
| Debt Service | $59,190,396 | | | $59,190,396 |
| **Total Revenue** | **$749,968,700** | **$2,269,959** | | **$833,272,929** |

**QUESTIONS/DISCUSSION:**

- Chief Schrul noted in revenue as a context, the final column of $734M, and our expenditures of $833.3M – why does it appear that are we spending more? We have planned fund balance from prior years, and the main areas of planned fund balance are in building construction, and had a large carryover of certificates of participation. We are not spending more than we are taking in – we had planned fund balance in that area. We also build our debt service higher with ESCROW accounts in which we do have fund balance, and we are mindful of that when adopting the budget. It is planned spending that we have dollars set aside for in fund balance, and planned for in FY18 closing statements, and we are budgeting in the next fiscal year in which those activities are taking place.
- In looking at the FY18 budget, that fund balance would be in those reports? We use a portion of fund balance. It could be found in the financial statements.
- In the other components, there is debt service – and see a revision of $0. We bring in revenue of $40M into adopted budget, we are mindfully planning for back last June for refunding. There is $19M in ESCROW activity, and it was already built into the original budget, and there is not a revision on that one. Fully financed budgets also have a revision, and only come to the Board with adopting grants, and additional grants come into the district since June 18, 2018, and we adopt grants that have sought, been awarded, didn't know about, and come throughout the year. They will be ongoing, and ranges – that's the other large piece. The general fund has assignments of fund balance as well.

**RECOMMENDED MOTION: Ms. Foster moved, seconded by Mr. Brodrick and Ms. Ellis, to approve the revised budget for fiscal year 2018-2019. The motion passed by acclaim.**

F. FY20 Budget Update

Superintendent Gothard then thanked the Finance team for their work, and re-introduced Chief Schrul to provide an update on the FY2019-20 budget and timeline.

**FY2019-20 General Fund Projected Revenue**

| **Projected Revenue Changes** | **Amount $M** |
|---|---|
| Referendum levy increase | $17.3 |
| State Aid increase (assumption of 1% increase on formula) | $3.1 |
| State Aid decrease (due to enrollment decline) | $(6.9) |
| Compensatory Education decrease (based on 10/1/18 Free & Reduced lunch count) | $(5.5) |
| Other revenue changes | $(0.5) |
| Special Education | $2.2 |
| | |
| **Total FY20 Projected Revenue Increase** | **$9.7** |

**FY2019-20 Projected General Fund Revenue Increase & Projected General Fund Expenditure Changes**

- A graph was then presented to show the $9.7M in FY20 General Fund Revenue Increase, and the relation to the $6.3M FY20 Additional Funding to Sites, $8.0M FY20 SPPS Achieves Phase 1, and $10.4M FY20 General Fund Inflation Expense, with FY20 revenue including a 1% increase in General Ed. State Aid formula.

**FY20 School Budget Timeline**

- Sites received budget toolkits on March 25
- Principals Budget Fair took place on March 27
- Budget planning meetings with sites beginning April 8
- More information sent to principals on April 8 on Budget
- FAQs & Budgeting 101 video
- Budget Rollout to Programs on April 15
- Joint Meetings with Leadership, Program
- Administrators, and Accounting Staff
- Budget FAQs Communication guide

**FY20 Budget Hearings**

- The purpose of the budget hearings is to provide opportunities to learn about the District's FY2019-20 budget and to provide input
- Week of April 29th – Budget Information Session and Hearing – 360 Colborne
- Week of May 13th – Budget Information Session and Hearing – Site TBD

**QUESTIONS/DISCUSSION:**

- With the $10.4M for inflation, and the $6.3M for additional funding to sites – is that counting the additional staff? Yes – that is the additional staff and rounding, and also the sites are receiving a little over $9M in accommodation for $6.3M, and close to half that. We wanted to ensure SPPS Achieves is separate, and sites also received half the SPPS Achieves funding.
- For the $3M deficit, where do the referendum dollars fall into that and how do we make that up? Response: It's made up by planning for inflationary reductions, and also planning on opportunities we have with additional revenue of the 2%.
- The additional funding to sites noted and its important to talk about it in a broader way. Response: This year, we have made allocations to sites knowing that we wanted to make sure funding for class size, but also capacity in the schools, and allocating teacher FTEs differently than in the past. This year we rounded up to the nearest quarter of FTE by grade level, and allowed an allocation up to the nearest quarter by each grade at every school, and allocated for the sites. We don't want to set schools up to buy additional because the flexibility within a school is limited to add on teacher FTEs, and funding at whole FTEs or half. We want to ensure for planning and funding FTEs appropriately. It also allows for flexibility within a school and to eliminate class size splits for planning purposes. In doing so, that whole process with a projection of 513 students down, overall, when we finalized the K-12 teachers with prep, including our comprehensive school improvement sites with allocating resources at the sites with targeted needs, we increased bottom line teacher by a little over 38 FTEs, and that's where seeing half of the additional funding there. In addition to that, we are investing funds in other areas to sites, in areas of MLL teachers (by 15) – contractual and important to note, also investing in the middle school model – increased the prep time and 5/7 period day that is also within the $6.3M, which is a little over $1.5M to fund additional support in middle school. There were investments that were mindful and criteria based. It was what the district prioritized in this Phase 1 of the rollout, and what was prioritized with the referendum, and where we deem priority instead of inflation.
- Want to be clear about the numbers to the buildings – teachers, classrooms support, allocations, also the SPPS Achieves – more counselors, increase in regular education, work coordinators, also more PreK staffing. Understand the amount and the nature, and it would be helpful in documentation to clarify that. It will be very helpful to the community to understand how much is moving and where it is moving, and purposes for that movement to understand in totality, and what they will see different next year compared to that year. It will be helpful for people to understand that.
- In terms of timing, there have been moving pieces. A board members expressed concerns about the timing of the budget, and talking about the earlier process, and slid to a different place. It's important for time for the community to understand what we are projecting and doing, and want to see the community enough time to understand to have effective conversations at these hearings. Think all board members be present with listening and in reviewing what is proposed, take in information from all sources. It will be important to note the dates. A board member also noted maybe moving out the hearing to another school site versus 360 Colborne, and how to balance it at maybe Central or west

part of the city. Response: On the timing, from a finance perspective, it has been a lot to put together and kudos to the team; there were many changes in decisions and moving parts, and because these budgets went out three weeks earlier, and to be flexible in a year with a strategic plan, and being able to roll out before spring break is doable that also relies on an academic team to make critical decisions. To do that knowing an upcoming budget that will have reductions, and be mindful of operations within all areas. There are a lot of moving pieces. Chief Schrul thanked the team who has gone above and beyond.

G. Policy Update

Superintendent Gothard then introduced Cedrick Baker, Chief of Staff, to present an update on two policies. Chief Baker also thanked Will Forbes, Jada Wollenzien, and Jamie Jonassen for their work, as well as Tisidra Jones.

**Policy 713.00 Equal Opportunity Procurement**

- New proposed language:
  - 3. The District's Purchasing Department shall endeavor to procure from local small ~~and protected class~~ businesses.
  - 4. The District shall maintain a **race and gender-neutral small business enterprise (SBE) and micro-SBE program** for contracting with local small businesses. The Program will: (1) apply to all construction projects awarded in accordance with Minn. Stat. § 471.345 and Minn. Stat. § 123B.52 (2) maintain the same **annual aspirational goals** of 10% to qualified SBEs and 15% to qualified micro-SBEs, for an overall aspirational goal of 25%, on all District construction projects, (3) be **evaluated annually** to determine whether the annual aspirational goals should be adjusted, and (4) authorize the District to establish contract specific goals for individual construction projects and specify certain construction projects to be procured without SBE or micro-SBE participation goals.
  - **5**. The District **shall collect and maintain data** from all eligible vendors or consultants doing business with the District relating to such **vendor or consultant's race, gender, veteran's status, and geographic location** of such vendor or consultant's principal executive offices. If vendors or consultants doing business with the District are business entities, including but not limited to partnerships, limited liability companies, or corporations, then the District shall collect and maintain data relating to the race, gender, and veteran's status of the person(s) with the majority and controlling interest in the business entity, as well as, the geographic location of the business entity's principal place of business. **The data collected and maintained under this policy shall be maintained in a disaggregated form to allow for public transparency and reporting of the District's spending by race, gender, veteran's status, and geographic location**.

**QUESTIONS/DISCUSSION:**

- What is the difference between a SBE and micro-SBE? Response: SBE is dealing with revenue coming to that business, such as $1M. A lot of the programmatic approaches in other jurisdiction do it by business code. It needs to be industry specific. The micro-SBE is a designation within that code that is called out as additional goal towards. One of the reason for the micro-SBE decision is in synthesis of other jurisdictions is segment made up of 68% of business owned by women and people of color. Those are industry designations.
- In the case of a SBE or micro-SBE subcontracting to a larger entity that is handled as it has been traditionally? Response: Yes – right now we don't have visibility beyond the prime contractor. Eventually we'd like to account that date towards the goals, because they are essentially our dollars, and know folks that we'd like to target are tiers below subcontractor level. It is still district funds, and a way to capture that data will be important. We will work with the procurement office to move that forward.
- The consensus is to move it forward to the reading process.

**Policy 415.00 Discrimination, Harassment, Violence and Retaliation**

- Promotes positive school and district culture; and Minn. Stat. § 121A.03 requires that we have a policy regarding sexual, religious, and racial harassment and sexual, religious, and racial violence that conforms with the Minnesota Human Rights Act.
- Why are Updates Being Proposed?
  - To create alignment with other District policies (e.g., Policy 102.00 Equal Opportunity/Non-Discrimination; Policy 500.00 Gender Inclusion; Policy 505.00 Bullying Prohibition);
  - To provide clarity in reporting and investigation procedures;
  - To expand and clarify the retaliation prohibition; and
  - To ensure we are aligning with our new resource, the EEO Director.
- Significant Updates
  - Eliminates the need for separate procedures
  - Clarifies that discrimination is prohibited by this policy
  - Requires reporting of policy violations within 1 business day
  - Utilizes the EEO Director to receive copies of reports and, if necessary, undertake her own investigation and/or provide support to building administration
  - Explains that District personnel who fail to report violations of the policy may be subject to discipline
  - Significantly expands the retaliation prohibition

**QUESTIONS/DISCUSSION:**

- In a situation where an employee comes to another employee and says this is what happened, but don't tell anyone right now; what is the clarification on failure to report? How will that work its way out because it may discourage people from reporting if staff tells them they need to report it? Response: With any HR investigation, we use discretion. The purpose is to have staff report firsthand if they see something happening. From experience, there is template language shared, and to do it in a respectful way to share with Executive Director Cathey or Megan Sheppard.
- A board member also noted the framing in 4f and in 4e. The concern is that not all incidents are clear, and concerns about potential disciplinary issues for a staff member who may have some reasonable ambiguity or concern related to a complaint or concern – maybe the situation wasn't clear visa vi that employee. If you see something, say something intent, but the consequence part, and this can get murky for people to figure out, and wind up having conversations about what that person knew, and who has it based on what people see and know. Worried about it becoming a rabbit hole about what people did or didn't know, and would be better to say "if you see something, say something" without the disciplinary, which is different from that of a responsible administrator who has a clear responsibility of a report, and elevates it a level. Response: Part of it is district liability, and when we know something we do something. It is making people feel safe in saying something because it is required by policy. The other part is in order for it to have discipline, it would need to meet the policy definition of harassment. In a situation where people are describing what happened, we can't see discipline coming from that or incomplete information. Because this policy hasn't been enacted, there are situations where someone said they thought they saw something, but research and investigation was done, and something else came out of it.
- There will need to be conversation with bargaining units about disciplinary consequences, and the obligations employees are asked to take on. Raising the point, and supportive of things heard in this process to be receptive from feedback from bargaining units.
- The flip side – does it also open the potential for a situation where a couple people are engaging in a behavior that someone else feels is inappropriate that is hostile or bad, and they complain, and we now have people on administrative leave because someone else didn't agree? Are we opening it to potential investigation? Those investigated will have a stigma because they were investigated, even if unsubstantiated. These are points to ensure we are clear where this draws the line. Sometimes what ends up being investigated, and there may be more there, as long as it doesn't turn fertile ground for disciplinary processes – that is not the purpose though. The purpose is to be supportive, and deal with harassment and discrimination. Don't want staff to feel like it becomes vehicle for enforcement on them, or policing one another. Response: Currently, the policy is that if I see something and fill out the

415 form. The difference is the language – I can, I should, I must. Under the current procedures, they must report it.

- What do we gain by adding that "you must"? The new thing is the disciplinary consequence. It could put people on edge about what that means. Response: In this process, we will follow the same process and reach out and get feedback to bargaining units and groups, and to hear from them.
- The consensus is to move to the reading process, with the caveat to receive feedback from bargaining groups.
- A board member noted that we keep in mind that the purpose of this policy is to create an environment free of discrimination and harassment, and since this policy is so detailed, to not have a separate procedure beyond the policy.
- Concern about outreach and advertise this policy so that people understand this policy is intended to do that – create a climate almost free of those things and that we are conscious of administration implements the policy we need to be aware that some people may be disappointed in the outcome, and deal with that for staff morale. The intention of this policy is to ensure that staff feels secure, supported and protected.
- Another board member noted this policy included a more robust retaliation prohibition, which is important, and 8 is the plan for ensuring that folks know about it, and is included.
- Another note with the conversation for bargaining units being discussed in an intentional way, and getting feedback is appropriate. Informational and educational for people in the bargaining units, this is a policy that is good for us to put in place, and only good if everyone knows we have it and ready to implement it in the fairest way.
- The training piece is important, and a significant amount on 415 at the beginning of the year, and so people are aware of the process. There's another piece where getting input from unions on discipline piece, and be clear about not bargaining on this policy. State law requires it. It's fair to have discussion, but not a subject of bargaining. We need to live up to this policy and ensure those implementing are informed.
- There are items that don't fit squarely within the policy, and administration is still working to ensure within the support of buildings, what we are doing that doesn't necessarily to fit in this policy, but still gets to a supportive work environment, and will be separate from this policy to see the culture we want.
- What does "membership or activity in a local commission" mean? Response: Under the MN Human Rights Act that says that if we have an employee that participates in a commission that decides charges of discrimination, we can't discriminate against them based on participation. It is created ordinance, such as the Saint Paul Human Rights Commission. It's great to see this all in one piece.

## III. ADJOURNMENT

Ms. Foster motioned, seconded by Mr. Schumacher, to adjourn the meeting at 8:54 p.m. The motion passed by acclaim.

Respectfully submitted,
Sarah Dahlke
Assistant Clerk




# SCHOOL CHOICE SEASON

## 2019-20 Lottery Results



Saint Paul Public Schools

# Admission Priorities

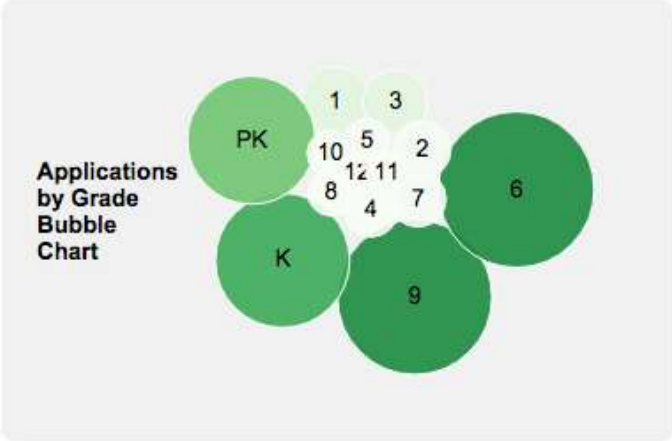
| Priority Level | Pre-K* | Elementary | | | Middle and High School |
|---|---|---|---|---|---|
| | | Community School | Regional Magnet | District Magnet | |
| 1 | Community School Zone | Community School Zone | Regional | Reflecting St. Paul | Magnet/Pathway |
| 2 | Area | Reflecting St. Paul | Reflecting St. Paul | Specific Employee Consideration | Area |
| 3 | Regional | Specific Employee Consideration | Specific Employee Consideration | District | Specific Employee Consideration |
| 4 | District | Area | District | Out of District | Regional |
| 5 | Out of District | District | Out of District | | District |
| 6 | | Out of District | | | Out of District |

* **NOTE:** All Pre-K programs give priority enrollment consideration based on eligibility for free or reduced-price meals, home language and/or special education.

Taken from page 7 of 2019-20 School Selection Guide

# Lottery Facts

- Completed March 26, 2019
- 8700 students participated
  - 5,626 on-time applications
    - 1116 applied to a site other than their Reserved Seat (72% received their first or second choice)
  - 3,074 were assigned to a Reserved Seats



# Kindergarten Lottery Results



- **1,359 participated** ↓
  - 94.5% received their 1st or 2nd choice ↑
- 75 no placement ↓
  - Montessori

# Grade 1-12 Lottery Results

**5932 students participated**

- **2,969 submitted an application**
  - 69% received their 1st or 2nd choice
  - 880 are new/returning to SPPS
- **2,963 students were assigned a reserved seat**





Saint Paul Public Schools

# Wait List Implications

- Physical Limitations
- Class Size
- Programming





# Schools with Waiting List

(does not include PK)

| Elementary | K-8 | Middle | High School |
|---|---|---|---|
| JJ Hill (59) ↓ | Capitol Hill (329) ↓ | Highland Park Middle (103) ↑ | Washington* (144) ↓ |
| Nokomis (North & South) (94) ↑ | | Open* (80) ↓ | Highland Park Sr. (122) ↑ |
| | | | |

*grades 6-12

# Pre-Kindergarten

- **1,409** students participated ↓
- **86%** of students placed ↑






Saint Paul Public Schools

# PreK Full Day Seats v. Half Day Seats

Moving to more full day PreK seats yielded less total PreK seats for 19/20.

| | 18/19 | 19/20 |
|---|---|---|
| Half Day Seats | 1328 | 960 |
| Full Day Seats | 626 | 930 |
| Total | 1954 | 1890 |

# Pre-Kindergarten

- **79% full day seats filled**
- **49% half day seats filled (19% open are for ECSE students)**

**244** students on waiting list ⬇

- 50% Priority*, 50% Non-Priority

*English Learners, Free/Reduced Lunch Eligible, or Receiving ECSE Services





Saint Paul Public Schools

# BEST Practices



- Early Childhood Screening offered at School Choice Fair
- Early acceptance to KG for students applying to their community school
- PreK students enrolled at Rondo have reserved seats at their community school
- Schoolwide enrollment review

# Potential Strategies/New Strategies

- Charter school partnerships
- Daycare partnerships
- Marketing campaign for Early Admission to Kindergarten
- Select SPPS
- Ongoing study of SPC/Enrollment

# Student Choice/Placement Advisory Taskforce

## Overview/Purpose

- The committee will be comprised of up to twelve member's representative of the diversity of Saint Paul families and District staff.

- Saint Paul Public Schools stands out as a leader in school choice. The Student Placement Center's evolution as SPPS' one-stop for enrollment options and access to increased programming within the District necessitates a review of processes targeting the following committee outcomes.

# Student Choice/Placement Advisory Taskforce cont.

## Outcomes:

- Review for understanding of the school enrollment process
- Develop recommendations for improving enrollment processing and customer service
- Review communication and understanding of school capacity and staffing alignment
- The committee's review and recommendations will be shared with District Administration.

# Student Choice/Placement Advisory Taskforce cont.

## Timeline & Meeting Schedule

- The Taskforce will meet monthly/bi-monthly focusing initial meetings on Learning and Review resulting in development of recommendations over a nine to twelve month period.

# Questions/Comments





**HUMAN RESOURCE TRANSACTIONS**
**March 1, 2019 – March 31, 2019**
**April 23, 2019**

**NEW APPOINTMENT**

| Name | Job Category | Eff Date | Pay Rate | Location |
|---|---|---|---|---|
| Albrecht, M. G. | Classroom Teacher | 02/25/2019 | $34.42 | Obama Service Learning |
| Cornelius, A. B. | Classroom Teacher | 03/25/2019 | $30.27 | Highwood Hills Elementary |
| Sandy, A. M. | Classroom Teacher | 03/11/2019 | $35.72 | Cherokee Heights Elem |
| Sorenson, Y. | Classroom Teacher | 03/11/2019 | $47.62 | Cherokee Heights Elem |
| Young, M. | Classroom Teacher | 03/02/2019 | $27.18 | Benjamin Mays/Museum |
| Berigan, B. K. | Classroom Teacher | 03/11/2019 | $30.27 | Student Placement Center |
| Litzenberg, A. M. | Classroom Teacher | 04/08/2019 | $45.64 | Parkway Montessori & MS |
| Hofstad, A. M. | Classroom Teacher | 03/13/2019 | $27.18 | American Indian Magnet |
| Walker, A. S. | Superintendency | 04/01/2019 | $58.65 | 1780 W. 7th Street |
| Ly, C. A. | Education Assistant | 03/06/2019 | $16.53 | Johnson Senior High |
| Willrodt, S. C. | Education Assistant | 03/18/2019 | $16.21 | Mississippi Creative Arts |
| Boeke, P. C. | Teaching Assistant | 03/16/2019 | $15.00 | 271 Belvidere Bldg |
| Chavez, T. Q. | Teaching Assistant | 03/06/2019 | $16.00 | Murray Middle School |
| Diaz-Martinez, R. | Teaching Assistant | 02/15/2019 | $15.00 | 1780 W 7th Street |
| Jakes, D. E. | Teaching Assistant | 03/11/2019 | $15.00 | Johnson Achievement Plus |
| Jensen, G. K. | Teaching Assistant | 02/26/2019 | $15.00 | Linwood Monroe Arts Upr |
| Littleton, M. A. | Teaching Assistant | 03/02/2019 | $15.00 | Juvenile Service Center |
| Phillips, M. A. | Teaching Assistant | 02/19/2019 | $15.00 | Ramsey Middle School |
| Suggs, J. J. | Teaching Assistant | 03/16/2019 | $16.00 | Focus Beyond |
| Thao, C. | Teaching Assistant | 04/08/2019 | $15.00 | Mississippi Creative Arts |
| Ware, S. E. | Teaching Assistant | 03/16/2019 | $15.00 | Obama Service Learning |
| Wright, M. T. | Teaching Assistant | 02/27/2019 | $16.00 | Hazel Park Preparatory |
| Xiong, D. | Teaching Assistant | 03/25/2019 | $16.00 | Como Park Senior High |
| Yohnk, M. T. | Teaching Assistant | 03/11/2019 | $16.00 | Bruce F Vento Elementary |
| Wiers, A. L. | Clerical | 03/18/2019 | $22.05 | Colborne Admin Offices |
| Yang, Y. L. | Clerical | 03/04/2019 | $15.81 | Johnson Senior High |

**HUMAN RESOURCE TRANSACTIONS**
**March 1, 2019 – March 31, 2019**
**April 23, 2019**

**NEW APPOINTMENT**

| Name | Job Category | Eff Date | Pay Rate | Location |
|---|---|---|---|---|
| Cable, A. T. | Custodian | 03/30/2019 | $25.45 | Washington Tech |
| Casper, T. L. | Custodian | 03/30/2019 | $16.38 | Murray Middle School |
| Gerard, S. N. | Custodian | 03/30/2019 | $25.45 | Riverview School |
| Hollins, L. P. | Custodian | 03/30/2019 | $25.45 | Johnson Achievement Plus |
| Krueger, R. L. | Custodian | 03/30/2019 | $16.38 | Rondo Education Center |
| Hanson, A. J. | Electrician | 03/04/2019 | $47.78 | Como Service Center |
| Smith, N. J. | Electrician | 03/02/2019 | $47.78 | Como Service Center |

**PROMOTION**

| Name | Job Category | Eff Date | Pay Rate | Location |
|---|---|---|---|---|
| Kunz, A. B. | Central Administrator<br>Career Progression | 03/30/2019 | $54.16 | 1780 W. 7th Street |
| Lamker-Franke, D. | Central Administrator<br>Career Progression | 03/30/2019 | $55.98 | Colborne Admin Offices |
| Norwig, P. | SPSO<br>Career Progression | 04/27/2019 | $53.54 | Colborne Admin Offices |
| Booth, K. | School/Community Professional<br>From: Education Assistant | 03/16/2019 | $26.70 | Central Senior High |
| Martinson, V. M. | School/Community Professional<br>From: Teaching Assistant | 02/19/2019 | $21.03 | Obama Service Learning |
| Rivera, A. R. | Education Assistant<br>From: Teaching Assistant | 02/02/2019 | $18.50 | American Indian Magnet |
| Niblick, L. W. | Clerical<br>Career Progression | 03/02/2019 | $25.57 | Colborne Admin Offices |
| Vang, L. | Clerical<br>Career Progression | 02/19/2019 | $19.98 | Obama Service Learning |
| Hecht, J. J. | Custodian<br>Career Progression | 03/02/2019 | $25.45 | Como Service Center |
| Kanthak, J. M. | Custodian<br>Career Progression | 03/02/2019 | $25.45 | Como Service Center |

**TEMPORARY APPOINTMENT**

| Name | Job Category | Eff Date | Pay Rate | Location |
|---|---|---|---|---|
| Heffner, M. E. | Classroom Teacher | 03/25/2019 | $27.18 | RiverEast Elem/Secondary |
| Sanvik, S. H. | Classroom Teacher | 03/25/2019 | $46.00 | 271 Belvidere Bldg |

**HUMAN RESOURCE TRANSACTIONS**
**March 1, 2019 – March 31, 2019**
**April 23, 2019**

**LEAVE OF ABSENCE**

| Name | Job Category | Eff Date | Location |
|---|---|---|---|
| Birchland, A. M. | Classroom Teacher | 03/08/2019 | Como Park Elementary |
| Bukowski, J. A. | Classroom Teacher | 03/07/2019 | Crosswinds Bldg |
| Davies, B. M. | Classroom Teacher | 03/15/2019 | St Anthony Park Elementary |
| Dimayuga, M. P. | Classroom Teacher | 03/26/2019 | Adams Spanish Immersion |
| Harrington, J. R. | Classroom Teacher | 02/27/2019 | St. Paul Music Academy |
| Mailatyar, K. A. | Classroom Teacher | 03/26/2019 | 271 Belvidere Bldg |
| Montgomery, S. K. | Classroom Teacher | 03/15/2019 | Johnson Senior High |
| Pantoja, L. P. | Classroom Teacher | 03/20/2019 | Wellstone Elementary |
| Ross, M. | Classroom Teacher | 04/26/2019 | Murray Middle School |
| Walker, J. | Classroom Teacher | 03/19/2019 | Washington Tech |
| Bellamy, R. C. | Classroom Teacher | 04/03/2019 | Central Senior High |
| Vang, P. | Classroom Teacher | 03/16/2019 | St. Paul Music Academy |
| Cook, L. C. | Classroom Teacher | 03/11/2019 | Riverview School |
| Hren, N. A. | Classroom Teacher | 02/25/2019 | Capitol Hill Magnet |
| Larson, K. D. | Classroom Teacher | 03/08/2019 | RiverEast Elem/Secondary |
| Shannon, D. L. | Classroom Teacher | 03/14/2019 | RiverEast Elem/Secondary |
| Boruff, A. M. | Classroom Teacher | 04/06/2019 | Highland Park Senior High |
| Holle, D. M. | School/Community Professional | 03/09/2019 | Ramsey Middle School |
| Weyaus, W. | Education Assistant | 02/08/2019 | Ronald M Hubbs Center |
| Neisewander, G. M. | Teaching Assistant | 03/28/2019 | Benjamin Mays/Museum |
| Ortiz, A. | Teaching Assistant | 02/25/2019 | Crossroads Montessori |
| Rosario, K. | Teaching Assistant | 03/09/2019 | RiverEast Elem/Secondary |
| Santoro, J. A. | Teaching Assistant | 03/13/2019 | Bridge View |
| Varela, Z. | Teaching Assistant | 02/25/2019 | Daytons Bluff Achievement |
| Sveen, N. C. | Clerical | 04/08/2019 | Four Seasons A+ |
| Johnson, L. S. | Nutrition Services | 03/06/2019 | Bruce F Vento Elementary |
| Roy, D. L. | Nutrition Services | 03/13/2019 | Rondo Education Center |

**HUMAN RESOURCE TRANSACTIONS**
**March 1, 2019 – March 31, 2019**
**April 23, 2019**

**ADMINISTRATIVE LEAVE**

| Name | Job Category | Eff Date |
|---|---|---|
| C., D. A. | Classroom Teacher | 03/01/2019 |
| D., M. J. | Classroom Teacher | 03/29/2019 |
| M., A. G. | Classroom Teacher | 03/22/2019 |
| R., A. | Classroom Teacher | 03/22/2019 |
| T., N. | Classroom Teacher | 04/08/2019 |

**REINSTATEMENT AFTER LAYOFF**

| Name | Job Category | Eff Date | Pay Rate | Location |
|---|---|---|---|---|
| Denisson, K. B. | Bricklayer | 03/30/2019 | $38.76 | Como Service Center |

**REINSTATEMENT FROM LEAVE OF ABSENCE**

| Name | Job Category | Eff Date | Location |
|---|---|---|---|
| Blunt, K. E. | Classroom Teacher | 02/21/2019 | Battle Creek Middle School |
| Danks, D. | Classroom Teacher | 03/18/2019 | Hamline Elementary |
| Davies, B. M. | Classroom Teacher | 03/25/2019 | St Anthony Park Elementary |
| Maher, R. A. | Classroom Teacher | 03/18/2019 | Obama Service Learning |
| Ly, N. X. | Classroom Teacher | 03/11/2019 | Nokomis Montessori South |
| Moua, C. | Classroom Teacher | 03/18/2019 | Student Placement Center |
| Bittner, C. M. | Education Assistant | 03/04/2019 | Focus Beyond |
| Knotz, E. R. | Education Assistant | 02/26/2019 | Int'l Academy - LEAP |
| Lindsey, C. M. | Education Assistant | 03/04/2019 | Focus Beyond |
| Thao, L. | Education Assistant | 03/18/2019 | Nokomis Montessori North |
| Weyaus, W. | Education Assistant | 02/22/2019 | Ronald M Hubbs Center |
| Rosario, K. | Teaching Assistant | 03/20/2019 | RiverEast Elem/Secondary |
| Thomas, P. | Teaching Assistant | 03/25/2019 | RiverEast Elem/Secondary |
| Varela, Z. | Teaching Assistant | 03/18/2019 | Daytons Bluff Achievement |
| Yarbrough, M. C. | Teaching Assistant | 03/18/2019 | Chelsea Heights Elementary |
| Meehan, W. J. | Custodian | 03/18/2019 | Phalen Lake Hmong Studies |
| McShea, S. C. | Electrician | 03/18/2019 | Como Service Center |
| Shanley, T. J. | Plumber | 03/04/2019 | Como Service Center |

**HUMAN RESOURCE TRANSACTIONS**
**March 1, 2019 – March 31, 2019**
**April 23, 2019**

**VOLUNTARY REDUCTION IN TITLE**

| Name | Job Category | Eff Date | Pay Rate | Location |
|---|---|---|---|---|
| Gaither, T. | Teaching Assistant | 03/14/2019 | $15.00 | Johnson Achievement Plus |
| Nooh, Z. | Teaching Assistant | 03/16/2019 | $15.00 | 271 Belvidere Bldg |

**SUSPENSION WITHOUT PAY**

| Name | Job Category | Eff Date |
|---|---|---|
| N., E. J. | Assistant Principal | 04/05/2019 |
| A., R. | Classroom Teacher | 04/25/2019 |
| L., K. | Classroom Teacher | 04/01/2019 |
| M., S. A. | Classroom Teacher | 03/29/2019 |
| M., R. S. | Classroom Teacher | 04/01/2019 |
| S., M. J. | Classroom Teacher | 03/08/2019 |
| S., M. J. | Classroom Teacher | 03/11/2019 |
| S., M. J. | Classroom Teacher | 03/12/2019 |
| S., M. J. | Classroom Teacher | 03/13/2019 |
| S., M. J. | Classroom Teacher | 03/14/2019 |
| S., M. J. | Classroom Teacher | 04/01/2019 |
| S., M. J. | Classroom Teacher | 04/02/2019 |
| S., M. J. | Classroom Teacher | 04/03/2019 |
| S., M. J. | Classroom Teacher | 04/04/2019 |
| S., M. J. | Classroom Teacher | 04/05/2019 |
| C., S. B. | Classroom Teacher | 03/05/2019 |
| H., K. M. | Classroom Teacher | 04/01/2019 |
| D., J. L. | School/Community Professional | 03/11/2019 |
| D., J. L. | School/Community Professional | 03/01/2019 |
| J., L. | School/Community Professional | 02/26/2019 |
| J., L. | School/Community Professional | 03/05/2019 |

**HUMAN RESOURCE TRANSACTIONS**
**March 1, 2019 – March 31, 2019**
**April 23, 2019**

**SUSPENSION WITHOUT PAY**

| Name | Job Category | Eff Date |
|---|---|---|
| C., D. | Education Assistant | 04/01/2019 |
| C., D. | Education Assistant | 04/02/2019 |
| C., D. | Education Assistant | 04/03/2019 |
| C., D. | Education Assistant | 04/04/2019 |
| C., D. | Education Assistant | 04/05/2019 |

**RETIREMENT**

| Name | Job Category | Eff Date | Location |
|---|---|---|---|
| Benda, J. | Classroom Teacher | 06/12/2019 | Humboldt Secondary School |
| Colwell, E. A. | Classroom Teacher | 06/13/2019 | Nokomis Montessori South |
| Fitzgerald, S. | Classroom Teacher | 06/12/2019 | Focus Beyond |
| Fridlund, C. | Classroom Teacher | 06/11/2019 | Horace Mann School |
| Gleason, J. | Classroom Teacher | 06/16/2019 | Ronald M Hubbs Center |
| Hakenjos-Jones, L. | Classroom Teacher | 06/12/2019 | Como Park Elementary |
| Heikes, L. | Classroom Teacher | 06/11/2019 | Ronald M Hubbs Center |
| Holst, M. | Classroom Teacher | 06/11/2019 | 271 Belvidere Bldg |
| Hwang, J. | Classroom Teacher | 06/11/2019 | Central Senior High |
| Jahnke, E. | Classroom Teacher | 06/11/2019 | Como Park Elementary |
| James, L. H. | Classroom Teacher | 06/16/2019 | 271 Belvidere Bldg |
| Johnston, D. M. | Classroom Teacher | 06/12/2019 | Groveland Park Elementary |
| Jung, C. M. | Classroom Teacher | 06/12/2019 | Nokomis Montessori South |
| Laska, S. | Classroom Teacher | 06/13/2019 | Crosswinds Bldg |
| Law, J. B. | Classroom Teacher | 06/21/2019 | Harding Senior High |
| Peters, K. T. | Classroom Teacher | 06/11/2019 | Central Senior High |
| Rentas, M. A. | Classroom Teacher | 06/11/2019 | Washington Tech |
| Rogers, G. | Classroom Teacher | 06/11/2019 | Hazel Park Preparatory |
| Sajevic, S. J. | Classroom Teacher | 06/15/2019 | Johnson Senior High |
| Sandstrom, A. | Classroom Teacher | 06/12/2019 | Capitol Hill Magnet |
| Schreiber, C. | Classroom Teacher | 06/14/2019 | Farnsworth Aerospace Upr |

**HUMAN RESOURCE TRANSACTIONS**
**March 1, 2019 – March 31, 2019**
**April 23, 2019**

**RETIREMENT**

| Name | Job Category | Eff Date | Location |
|---|---|---|---|
| Sellner, P. K. | Classroom Teacher | 06/16/2019 | Farnsworth Aerospace Lwr |
| Smith, D. M. | Classroom Teacher | 06/11/2019 | Hamline Elementary |
| Stevens, R. | Classroom Teacher | 06/12/2019 | Ronald M Hubbs Center |
| Thompson, D. J. | Classroom Teacher | 06/11/2019 | Horace Mann School |
| Toner, M. | Classroom Teacher | 06/11/2019 | 1780 W. 7th Street |
| Woodman, J. A. | Classroom Teacher | 06/17/2019 | Capitol Hill Magnet |
| Ylonen, A. J. | Classroom Teacher | 06/11/2019 | The Height |
| Elliott, M. | Classroom Teacher | 06/16/2019 | Johnson Achievement Plus |
| Lucas, S. A. | Classroom Teacher | 06/11/2019 | Int'l Academy - LEAP |
| Ristau, A. | Classroom Teacher | 06/15/2019 | Como Park Elementary |
| Knutson Buresh, L. | Classroom Teacher | 06/11/2019 | Bruce F Vento Elementary |
| Owens, K. A. | Classroom Teacher | 06/11/2019 | Farnsworth Aerospace Lwr |
| Fate, A. H. | Classroom Teacher | 06/11/2019 | 271 Belvidere Bldg |
| Beck, L. D. | Classroom Teacher | 06/11/2019 | 271 Belvidere Bldg |
| Doll, T. | Classroom Teacher | 06/12/2019 | Bridge View |
| Petras, P. M. | Classroom Teacher | 06/11/2019 | Mississippi Creative Arts |
| Dube, N. | Classroom Teacher | 06/16/2019 | Como Park Elementary |
| Eicher, L. M. | Classroom Teacher | 06/11/2019 | Johnson Senior High |
| Grant, L. | Classroom Teacher | 06/11/2019 | Battle Creek Middle School |
| McParland, R. M. | Classroom Teacher | 06/12/2019 | Horace Mann School |
| Morris, N. | Classroom Teacher | 06/11/2019 | Battle Creek Middle School |
| Dupre, D. L. | Classroom Teacher | 06/12/2019 | Bridge View |
| Herrmann, A. I. | Classroom Teacher | 06/12/2019 | Harding Senior High |
| Moos, S. | Classroom Teacher | 06/11/2019 | Hamline Elementary |
| O'Hara Graff, R. C. | Classroom Teacher | 06/11/2019 | Battle Creek Middle School |
| Roney, N. J. | Classroom Teacher | 06/11/2019 | Harding Senior High |
| Rygh, G. | Classroom Teacher | 06/12/2019 | Jackson Preparatory |

**HUMAN RESOURCE TRANSACTIONS**
**March 1, 2019 – March 31, 2019**
**April 23, 2019**

**RETIREMENT**

| Name | Job Category | Eff Date | Location |
|---|---|---|---|
| Sarsfield, E. D. | Classroom Teacher | 06/16/2019 | Johnson Achievement Plus |
| Simonson, R. S. | Classroom Teacher | 06/11/2019 | Linwood Monroe Arts Lwr |
| Wright, S. A. | Classroom Teacher | 06/16/2019 | Hamline Elementary |
| Jacobs, C. J. | Classroom Teacher | 06/11/2019 | JJ Hill Montessori Magnet |
| Bernal, H. J. | Principal | 08/16/2019 | Adams Spanish Immersion |
| Carty, C. M. | Principal | 09/01/2019 | Crossroads Montessori |
| Flynn, K. A. | Principal | 06/18/2019 | Mississippi Creative Arts |
| Kadrmas, S. | Principal | 06/29/2019 | Frost Lake Elementary |
| Mackbee, M. | Principal | 07/01/2019 | Central Senior High |
| McCollor, F. M. | Principal | 06/29/2019 | Washington Tech |
| McCollor, M. M. | Principal | 06/29/2019 | Nokomis Montessori North |
| Revsbeck, D. | Principal | 08/01/2019 | Harding Senior High |
| Andino, S. R. | Education Assistant | 06/08/2019 | Cherokee Heights Elem |
| Chang, S. | Education Assistant | 06/11/2019 | Hamline Elementary |
| Jessen, M. | Education Assistant | 06/01/2019 | Central Senior High |
| Kong, C. | Education Assistant | 06/11/2019 | Johnson Senior High |
| Lemire, J. | Education Assistant | 06/08/2019 | Focus Beyond |
| Pearson, J. C. | Education Assistant | 06/08/2019 | Focus Beyond |
| Portugue, M. E. | Education Assistant | 06/11/2019 | Bridge View |
| Xiongpachay, P. | Education Assistant | 06/08/2019 | Harding Senior High |
| Long, J. D. | Teaching Assistant | 06/08/2019 | Farnsworth Aerospace Lwr |
| Michaelson, G. C. | Teaching Assistant | 06/08/2019 | Phalen Lake Hmong Studies |
| Wallace, J. M. | Teaching Assistant | 06/08/2019 | Four Seasons A+ |
| Schindeldecker, D. | School Bus Driver | 06/29/2019 | Transportation Services |
| Groess, J. F. | Clerical | 06/29/2019 | Hamline Elementary |
| Knotz, M. | Clerical | 06/15/2019 | Int'l Academy - LEAP |
| Weiser, L. | Custodian | 07/01/2019 | Linwood Monroe Arts Upr |

**HUMAN RESOURCE TRANSACTIONS**
**March 1, 2019 – March 31, 2019**
**April 23, 2019**

**RETIREMENT**

| Name | Job Category | Eff Date | Location |
|---|---|---|---|
| Christensen, W. | Nutrition Services | 06/01/2019 | Central Senior High |
| Trost, J. M. | Nutrition Services | 06/08/2019 | Como Park Senior High |

**RESIGNATION**

| Name | Job Category | Eff Date | Location |
|---|---|---|---|
| Keller, K. M. | Central Administrator | 03/09/2019 | 1780 W. 7th Street |
| Beach, J. L. | Classroom Teacher | 03/16/2019 | The Heights |
| Burback, S. M. | Classroom Teacher | 02/02/2019 | Parkway Montessori & MS |
| Carlson, A. M. | Classroom Teacher | 02/16/2019 | Adams Spanish Immersion |
| Couture, J. L. | Classroom Teacher | 03/23/2019 | The Heights |
| Guthrie, J. K. | Classroom Teacher | 06/11/2019 | The Heights |
| Neal, H. M. | Classroom Teacher | 03/28/2019 | Farnsworth Aerospace Upr |
| LeCompte, J. L. | Classroom Teacher | 06/11/2019 | Como Park Senior High |
| Lund, J. L. | Classroom Teacher | 06/16/2019 | Ronald M Hubbs Center |
| Steinbring, C. | Classroom Teacher | 06/12/2019 | 271 Belvidere Bldg |
| Cutshall, P. R. | Classroom Teacher | 06/11/2019 | Agape High School |
| Frank, K. A. | Classroom Teacher | 06/11/2019 | Farnsworth Aerospace Upr |
| Tweit, D. I. | Classroom Teacher | 02/16/2019 | RiverEast Elem/Secondary |
| Harvang, M. | Classroom Teacher | 03/09/2019 | Mississippi Creative Arts |
| Moore, Y. I. | Classroom Teacher | 06/15/2019 | Four Seasons A+ |
| Sayles-Adams, L. M. | Superintendency | 04/30/2019 | Colborne Admin Offices |
| Dolinar, J. L. | School/Community Professional | 03/22/2019 | Parkway Montessori & MS |
| Lee, H. A. | School/Community Professional | 03/16/2019 | Crosswinds Bldg |
| Yusuf, H. A. | School/Community Professional | 02/16/2019 | Student Placement Center |
| Wah, L. | Education Assistant | 06/09/2019 | Murray Middle School |
| Bergeland, D. J. | Teaching Assistant | 03/16/2019 | Harding Senior High |
| Cowan, C. J. | Teaching Assistant | 03/06/2019 | Johnson Achievement Plus |

**HUMAN RESOURCE TRANSACTIONS**
**March 1, 2019 – March 31, 2019**
**April 23, 2019**

**RESIGNATION**

| Name | Job Category | Eff Date | Location |
|---|---|---|---|
| Foote, M. A. | Teaching Assistant | 02/23/2019 | American Indian Magnet |
| Grosz, A. C. | Teaching Assistant | 03/13/2019 | Como Park Senior High |
| Horton, C. M. | Teaching Assistant | 03/15/2019 | Galtier Elementary |
| Hughes, D. R. | Teaching Assistant | 02/16/2019 | Humboldt Secondary School |
| Mattila, O. L. | Teaching Assistant | 03/12/2019 | Humboldt Secondary School |
| McEowen, T. R. | Teaching Assistant | 06/08/2019 | St. Paul Music Academy |
| Moody, J. B. | Teaching Assistant | 01/22/2019 | Obama Service Learning |
| Rodriguez, T. M. | Teaching Assistant | 03/01/2019 | Linwood Monroe Arts Upr |
| Vang, M. M. | Teaching Assistant | 03/29/2019 | Mississippi Creative Arts |
| Young, E. | Teaching Assistant | 03/23/2019 | Bridge View |
| Berger, T. J. | School Bus Driver | 06/22/2019 | Transportation Services |
| Vang, S. C. | Clerical | 02/16/2019 | Central Senior High |
| Brodeen, T. S. | Custodian | 03/29/2019 | Bruce F Vento Elementary |
| Mohamed, H. R. | Nutrition Services | 03/27/2019 | Humboldt Secondary School |
| Thomas, K. D. | Nutrition Services | 03/01/2019 | Jie Ming Mandarin Immr |
| Traen, L. S. | Nutrition Services | 06/08/2019 | Frost Lake Elementary |
| Kassim, F. H. | Professional Employee | 03/09/2019 | Colborne Admin Offices |
| Larson, T. M. | Professional Employee | 03/16/2019 | Como Service Center |

**TERMINATION**

| Name | Job Category | Eff Date |
|---|---|---|
| N., G. M. | Teaching Assistant | 03/28/2019 |
| R., K. | Teaching Assistant | 03/09/2019 |
| A., R. | Nutrition Services | 01/26/2019 |
| C., C. A. | Nutrition Services | 03/01/2019 |
| P., M. G. | Nutrition Services | 03/02/2019 |
| W., C. M. | Nutrition Services | 01/12/2019 |

# INDEPENDENT SCHOOL DISTRICT NO. 625
# BOARD OF EDUCATION
# SAINT PAUL PUBLIC SCHOOLS

**DATE:** April 23, 2019

**TOPIC:** Acceptance of Gift for Central High School Alpine Ski Team Transportation

## A. PERTINENT FACTS:

1. The Central High School alpine ski team uses SPPS transportation to travel to and from practices and meets.

2. The Central Sports Booster Club has offered to cover the cost of the transportation with Check 5327.

3. This amount will cover the 2018-2019 ski season.

4. This lease agreement meets the District Strategic Plan focus area of Program Evaluation and Resource Allocation.

5. This item is submitted by Mary Mackbee, Central High School Principal; Dr. Theresa Battle, Assistant Superintendent; Dave Watkins, Chief of Schools.

## B. RECOMMENDATIONS:

That the Board of Education authorize Central High School to accept these funds and deposit them into the appropriate account of 19-210-291-733-5096-T157.

**INDEPENDENT SCHOOL DISTRICT NO. 625**
**BOARD OF EDUCATION**
**SAINT PAUL PUBLIC SCHOOLS**

**DATE**: April 23, 2019

**TOPIC**: Acceptance of Gift from Trillium Foundation

**A. PERTINENT FACTS:**

1. Murray Middle School to accept a gift of $8,000 from Trillium Foundation.

2. This gift is for the Pilot One-on-One Tutoring Program. The program, now in its twelfth year with a beginning in September 2007, serves students who are referred by teachers and counselors. Tutoring is delivered as an elective class for an hour a day, five days a week. Students meet with their tutors and focus on work in math, English, science and social studies. The daily goal is to finish at least one assignment in any of these four classes. All work is documented and organized in an individualized student file.

3. The main result for the program is an improvement in grades in the four core areas. Last year 83% of the core classes that students took resulted in an A, B or C compared to less than 25% prior to tutoring. This has been a consistent result for twelve years.

4. This project will meet the District strategic plan focus area of Effective and Culturally Relevant Instruction and Program Evaluation and Resource Allocation.

5. This item is submitted by Jamin McKenzie, Principal of Murray Middle School; Lisa Sayles-Adams, Assistant Superintendent; and Dave Watkins, Chief of Schools.

**B. RECOMMENDATION:**

That the Board of Education authorize the Superintendent (designee) to accept a gift from the Trillium Foundation.

**INDEPENDENT SCHOOL DISTRICT NO. 625**
**BOARD OF EDUCATION**
**SAINT PAUL PUBLIC SCHOOLS**

**DATE:** April 23, 2019

**TOPIC:** Request for Permission to Accept a Grant from the Metro Regional Implementation Project

## A. PERTINENT FACTS:

1. The Metro Regional Implementation Project awards grants for projects that enhance Positive Behavioral Interventions and Supports framework (PBIS) implementation in schools.

2. Saint Paul Public Schools Farnsworth Aerospace PreK – 4 - Lower Campus received a grant for funds to support the school-wide implementation PBIS, specifically to teach the Zones of Regulation. The goal of this project is to give students the tools to identify their mood and then strategies to regulate their mood, fostering students to develop their own capacity to regulate how they engaged with their environment and each other.

3. Saint Paul Public Schools will serve as fiscal agent for the project. This grant is for approximately $1,872. All staff and students at Farnsworth Aerospace PreK – 4 - Lower Campus will be impacted by this project.

4. This project aligns with the District strategic plan focus area of Positive School and District Culture by supporting PBIS.

5. This is a new grant-funded project.

6. This item is submitted by Rebekah Doyle, Grants Management Coordinator; John Bjoraker, Principal, Farnsworth Aerospace PreK – 4 - Lower Campus; Lisa Sayles-Adams, Assistant Superintendent; Dave Watkins, Chief of Schools; and Marie Schrul, Chief Financial Officer.

## B. RECOMMENDATION:

That the Board of Education authorize the Superintendent (designee) to accept a grant from the Metro Regional Implementation Project for funds to support the school-wide implementation of PBIS; to accept funds, and to implement the project as specified in the award documents.

**INDEPENDENT SCHOOL DISTRICT NO. 625**
**BOARD OF EDUCATION**
**SAINT PAUL PUBLIC SCHOOLS**

**DATE:** April 23, 2019

**TOPIC:** Request for Permission to Accept a Grant from the Shakopee Mdewakanton Sioux Community

**A. PERTINENT FACTS**:

1. The Shakopee Mdewakanton Sioux Community provides grants and donations that improve the lives of others across the country. Sharing is fundamental to Dakota culture.

2. Saint Paul Public Schools Office of Security and Emergency Management prepared an application and received funds to purchase safety training supplies. The goal of this project is to provide the Office of Security and Emergency Management with the resources to offer SPPS staff First Aid, CPR and AED instruction. Staff at the program researched this grant opportunity.

3. Saint Paul Public Schools will serve as fiscal agent for this project. This grant is for approximately $5,000.

4. This grant does not align with a strategic focus area but provides essential operational support that creates a foundation for strategic projects to build upon.

5. This is a new grant-funded project.

6. This item is submitted by Rebekah Doyle, Grants Management Coordinator; Laura Olson, Director, Office of Security and Emergency Management; Jackie Turner, Chief Operations Officer; and Marie Schrul, Chief Financial Officer.

**B. RECOMMENDATION**:

That the Board of Education authorize the Superintendent (designee) to accept a grant from the Shakopee Mdewakanton Sioux Community to fund safety training supplies in SPPS; and to implement the project as specified in the award documents.

# INDEPENDENT SCHOOL DISTRICT NO. 625
# BOARD OF EDUCATION
# SAINT PAUL PUBLIC SCHOOLS

**DATE**: April 23, 2019

**TOPIC**: Request for Permission to Submit a Grant to the Minnesota Department of Education

## A. PERTINENT FACTS:

1. The Minnesota Department of Education is currently accepting grant applications for projects that provide adult education and literacy activities. Specifically, the funding is designed to assist adult English Learners in improving their reading, writing, speaking and comprehensions skills in English; and acquiring an understanding of the American system of government, individual freedom, and the responsibilities of citizenship.

2. Saint Paul Public Schools Adult Basic Education Program has prepared an application for funds to sustain and expand a program that combines English language and civics instruction to prepare adults for entry-level jobs in the district. The goal of this project is to prepare immigrant and EL adults for entry-level testing to become applicants for Education Assistant, Nutrition Services and Facilities positions within the district. Staff at the program researched this grant opportunity.

3. Saint Paul Public Schools will serve as fiscal agent for the project. This grant is for approximately $100,000. The project will affect at least 30 adults.

4. This project aligns with the District strategic plan focus area of Positive School and District Culture by recruiting and retaining more employees who look like our students.

5. This is a recurring grant-funded project. The project period is 24 months. This project received funding in the last grant-funding cycle. Results of that project period: 29 adults completed the course; 19 adults passed the ParaPro exam; nine were hired; and eight currently work in SPPS.

6. This item is submitted by Megan Garrido, Fund Development Coordinator; Heather Kilgore, Director, Office of Family Engagement and Community Partnerships; Renada Rutmanis, Supervisor, Adult Basic Education; Jackie Turner, Chief Operations Officer; and Cedrick Baker, Chief of Staff.

## B. RECOMMENDATION:

That the Board of Education authorize the Superintendent (designee) to submit a grant to the Minnesota Department of Education for the funds to sustain an expand an Integrated English Literacy and Civics program; to accept funds, if awarded; and to implement the project as specified in the award documents.

# INDEPENDENT SCHOOL DISTRICT NO. 625
# BOARD OF EDUCATION
# SAINT PAUL PUBLIC SCHOOLS

**DATE:** April 23, 2019

**TOPIC:** Request for Permission to Submit a Grant to the Minnesota Department of Transportation and Resolution Supporting the Application for Safe Routes to School Local Coordinator Funding

## A. PERTINENT FACTS:

1. Saint Paul Public Schools has prepared a grant application to the Minnesota Department of Transportation for a Safe Routes to School Local Coordinator. The Minnesota Department of Transportation is currently accepting grant applications for projects that support implementation of Safe Routes to School programs for K-8 schools in Minnesota.

2. Saint Paul Public Schools Student Health and Wellness has prepared an application for fund to hire a local coordinator to implement policies and programs to address the 6 E's of Safe Routes to School. The goal of this project is to support implementation of Safe Routes to School. Staff at the program researched this grant opportunity.

3. Saint Paul Public Schools will serve as fiscal agent for the project. This grant is for approximately $300,000. The project will affect 10 elementary schools, which have existing Safe Routes to School programming and have been approved by their Assistant Superintendents.

4. This project aligns with the District strategic plan focus area of Family and Community Engagement by strengthening the values and maximizing effective partnerships.

5. This is a new grant-funded project. The project period is 36 months.

6. The granting agency requires that the Board of Education approve the resolution language as part of the grant application.

7. This item is submitted by Megan Garrido, Fund Development Coordinator; Heather Kilgore, Family Engagement and Community Partnerships; Mary Yackley, Student Health and Wellness; Marcy Doud, Assistant Superintendent of Specialized Services; Kate Wilcox-Harris, Chief Academic Officer; and Cedrick Baker, Chief of Staff.

## B. RECOMMENDATION:

That the Board of Education approve the resolution language and authorize the Superintendent (designee) to submit a grant to the Minnesota Department of Transportation for the funds to hire a Safe Routes to School local coordinator; to accept funds, if awarded; and to implement the project as specified in the award documents.

**INDEPENDENT SCHOOL DISTRICT NO. 625**

**BOARD OF EDUCATION**

**SAINT PAUL PUBLIC SCHOOLS**

**RESOLUTION**

**Board File No._____**

**Date_____**

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**RESOLUTION SUPPORTING THE APPLICATION FOR SAFE ROUTES TO SCHOOL LOCAL COORDINATOR FUNDING TO SUPPORT IMPLEMENTATION OF THE SAFE ROUTES TO SCHOOL PROGRAM WHICH WILL IMPROVE THE SAFETY OF WALKING AND BIKING TO SCHOOL FOR STUDENTS**

**WHEREAS**, it is our understanding that Saint Paul Public Schools has developed an application to seek funding for a Safe Routes to School Local Coordinator; and

**WHEREAS**, this project will serve 10 elementary schools in Saint Paul Public Schools; and

**WHEREAS**, this Safe Routes to School Local Coordinator will provide support to staff at participating schools to increase implementation of the Safe Routes to School program, thereby making it more safe, fun and convenient for students to walk or bike to school; and

**WHEREAS**, Saint Paul Public Schools is the applicant and will receive all funds to complete the project; and

**WHEREAS**, the project will hire one full-time Safe Routes to Schools Local Coordinator to collaborate with existing school staff at participating schools for the next three school years; and

**WHEREAS**, it is our belief that the proposed activities are consistent with the goals of the Safe Routes to Schools program and the policies of Saint Paul Public Schools, and that funding this project would provide a significant opportunity to improve student safety in Saint Paul Public Schools.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Education fully supports Saint Paul Public Schools' efforts in seeking Minnesota Department of Transportation Safe Routes to Schools Local Coordinator funding and will collaborate to support the goals of the project, namely, to improve safety, encourage walking and biking to school, and to improve the walking and biking environment for students of the district and other users of the routes.

Adopted_____

_____

CHAIR Board of Education

_____

CLERK Board of Education

**INDEPENDENT SCHOOL DISTRICT NO. 625**
**BOARD OF EDUCATION**
**SAINT PAUL PUBLIC SCHOOLS**

**DATE**: April 23, 2019

**TOPIC**: Request for Permission to Submit a Grant to the Minnesota Office of Higher Education

**A. PERTINENT FACTS:**

1. The Minnesota Office of Higher Education is currently accepting grant applications for projects that foster postsecondary attendance and retention by providing outreach services to Minnesota's historically underserved students in grades 6 through 12 and to historically underrepresented college students.

2. Saint Paul Public Schools American Indian Education Program has prepared an application for funds to provide targeted school counseling services/strategies with cultural consideration to American Indian high school students. The goal of this project is to increase college and career readiness and motivation among American Indian students in grades 9-12. Staff at the program researched this grant opportunity.

3. Saint Paul Public Schools will serve as fiscal agent for the project. This grant is for approximately $60,000. The project will affect 60 American Indian students in grades 9-12 in three SPPS high schools (Como Park, Harding and Johnson High Schools).

4. This project aligns with the District strategic plan focus area of College and Career Paths by increasing the opportunities for students to envision their future, explore careers and prepare for college.

5. This is a recurring grant-funded project. The project period is 24 months. The Maadaadizi (Start a Journey) Program has existed since at least 2007, but SPPS became the fiscal agent for the project in 2012. Last year,

6. This item is submitted by Megan Garrido, Fund Development Coordinator; Heather Kilgore, Director, Office of Family Engagement and Community Partnerships; John Bobolink, Supervisor, Indian Education; Kate Wilcox Harris, Chief Academic Officer; and Cedrick Baker, Chief of Staff.

**B. RECOMMENDATION:**

That the Board of Education authorize the Superintendent (designee) to submit a grant to the Minnesota Office of Higher Education for the funds to provide targeted school counseling services to American Indian students; to accept funds, if awarded; and to implement the project as specified in the award documents.

# INDEPENDENT SCHOOL DISTRICT NO. 625
# BOARD OF EDUCATION
# SAINT PAUL PUBLIC SCHOOLS

**DATE**: April 23, 2019

**TOPIC**: Request for Permission to Submit a Grant to the Otto Bremer Trust

## A. PERTINENT FACTS:

1. The Otto Bremer Trust is currently accepting grant applications for projects that provide support or connect people with resources that move them toward self-sufficiency.

2. Saint Paul Public Schools Office of College and Career Readiness has prepared an application for funds to create a Career and College Center at one SPPS high schools. The goals of this project is to provide individualized college and career support to more students. Staff at the program researched this grant opportunity.

3. Saint Paul Public Schools will serve as fiscal agent for the project. This grant is for approximately $78,000. The project will affect three or four secondary schools, with participating sites to be identified after leadership appointments are confirmed for all secondary schools.

4. This project aligns with the District strategic plan focus area of College and Career Paths by increasing opportunities for students to envision their future, explore careers and prepare for college.

5. This is a new grant-funded project. The project period is 12 months with the possibility to seek additional funding.

6. This item is submitted by Megan Garrido, Fund Development Coordinator; Heather Kilgore, Director, Office of Family and Community Engagement; Darren Ginther, Assistant Director, Office of College and Career Readiness; Kate Wilcox Harris, Chief Academic Officer; and Cedrick Baker, Chief of Staff.

## B. RECOMMENDATION:

That the Board of Education authorize the Superintendent (designee) to submit a grant to the Otto Bremer Trust for the funds to create a Career and College Center at one SPPS high school; to accept funds, if awarded; and to implement the project as specified in the award documents.

# INDEPENDENT SCHOOL DISTRICT NO. 625
# BOARD OF EDUCATION
# SAINT PAUL PUBLIC SCHOOLS

**DATE**: April 23, 2019

**TOPIC**: Contract with Pioneer Valley for K-5 Connected Texts to Align to Fountas and Pinnell Phonics Curriculum Materials

## A. PERTINENT FACTS:

1. Saint Paul Public Schools is engaging in a multi-year curriculum review process for Literacy. Based on an analysis of our literacy data, K-2 phonics review is Year 1 of the process. The Literacy Adoption committee examined current phonics research, identified adoption criteria and reviewed multiple phonics materials as part of the curriculum review process.

2. The goal of phonics is to provide children with key knowledge and skills and to ensure that they learn how to apply that knowledge to their reading and writing. Pioneer Valley literacy materials are high-quality culturally responsive texts in a variety of genres. Pioneer Valley materials will support student application of phonics skills in small group and independent reading, as well as small group instruction for grades 3-5.

3. K-5 teachers will begin using Pioneer Valley literacy materials during the 2019-20 year.

4. This will be funded through Title I from the 2018-19 budget. Total cost of the contract not to exceed $900,000.

5. This purchase aligns with the SPPS Achieves Long-term Student Outcome of increase academic growth in reading for all students: deepen the instruction of reading skills and small group instruction to further develop reading skills for students in grades K-5.

6. This item is submitted by: Susan Braithwaite, Supervisor of PreK-12 Literacy; Megan Dols Klingel, Assistant Director, Office of Teaching and Learning; Hans Ott, Assistant Superintendent, Office of Teaching and Learning; Dr. Kate Wilcox-Harris, Chief Academic Officer.

## B. RECOMMENDATION:

That the Board of Education authorizes the Superintendent (designee) to enter into a contract with Pioneer Valley for K-5 literacy materials.

# INDEPENDENT SCHOOL DISTRICT NO. 625
# BOARD OF EDUCATION
# SAINT PAUL PUBLIC SCHOOLS

**DATE:** April 23, 2019

**TOPIC:** Lease Agreement with West Side Booster Club

## A. PERTINENT FACTS:

1. West Side Booster Club desires to lease space from the District at the Baker Center, 209 West Page Street, St. Paul, MN 55107.

2. The administration is agreeable to lease space to West Side Booster Club.

3. Terms and conditions of the Lease Agreement include the following:

    a. The lease term will be nineteen (8) months commencing May 1, 2019 and terminating December 31, 2019 with two (2) – one (1) year extensions.

    b. The District will lease desk space within an office area space at 209 West Page Street to West Side Booster Club to provide athletic opportunities for young people regardless of their ability or financial status. Their mission is to develop and administer programs which encourage the athletic development of their participants.

    c. Rent for this term will be Ninety-Three and 29/100 Dollars ($93.29) monthly. Revenue will be applied to debt service.

4. This lease agreement meets the District Strategic Plan area of Program Evaluation and Resource Allocation.

5. This item is submitted by Tom Parent, Director of Facilities, and Jackie Turner, Chief Operations Officer.

## B. RECOMMENDATIONS:

That the Board of Education authorize the Superintendent (or designee) to execute a Lease Agreement between the District and West Side Booster Club to lease space at the Baker Center located at 209 West Page Street, St. Paul, MN 55107 for the term May 1, 2019 through December 31, 2019, with monthly rent of Ninety-Three and 29/100 Dollars ($93.29) subject to all other terms and conditions of said agreement.

# INDEPENDENT SCHOOL DISTRICT NO. 625
# BOARD OF EDUCATION
# SAINT PAUL PUBLIC SCHOOLS

**DATE:** April 23, 2019

**TOPIC:** Surface Drainage Agreement between Saint Paul Public Schools and the City of Saint Paul

## A. PERTINENT FACTS:

1. The District has constructed improvements at St. Anthony Park Elementary School, located at 2180 Knapp Street which will increase water runoff and require the modification of existing surface storm water drainage from paved areas.

2. The City is the owner of Langford Park, located at 30 Langford Park and adjacent to St. Anthony Park Elementary School.

3. Currently surface drainage from paved areas at St. Anthony Park Elementary School drains to that portion of Langford Park, and the District wishes to continue to allow the surface drainage plus any additional water runoff to Langford Park. The City is willing to allow the surface water drainage to Langford Park and to add surface area drainage to manage storm water at St. Anthony Park Elementary to satisfy City and Capital Region Watershed District requirements.

4. The District will convey to City payment in the form of Capital Region Watershed District Storm Water Credits in the amount of 360 Credits, equal to the value of the surface area added to the existing paved area draining to Langford Park.

5. This Agreement is effective on October 1, 2018 and will remain in effect as long as the surface water drainage from District property continues to be diverted to Langford Park.

6. The District will be responsible for all costs of repair and restoration of the Affected Area required as a result of annual inspections.

7. This lease agreement meets the District Strategic Plan area of Program Evaluation and Resource Allocation.

8. This item is submitted by Tom Parent, Director of Facilities, and Jackie Turner, Chief Operations Officer.

## B. RECOMMENDATION:

That the Board of Education authorize the Superintendent (or designee) to execute the Surface Drainage Agreement between Saint Paul Public Schools and the City of Saint Paul allowing the surface water to drain from St. Anthony Park Elementary School to Langford Park.

# INDEPENDENT SCHOOL DISTRICT NO. 625
# BOARD OF EDUCATION
# SAINT PAUL PUBLIC SCHOOLS

**DATE:** April 23, 2019

**TOPIC:** Districtwide Playground Services Agreement

## A. PERTINENT FACTS:

1. This Agreement provides all labor, material, equipment and services to perform playground installation, repair and excavation services on District playgrounds.

2. Request for Proposal (RFP) A216612-A solicited all Landscape Structures Certified Installers and Certified Playground Safety Inspector contractors in Minnesota. Of the six contractors in the state that are certified, two responded to the RFP: Alpine Landscape, Inc. and Willow Creek Nursery, LLC dba E3 Services.

3. Using the two proposals, District staff provided an estimate for the next 2.5 years based on what was spent in previous years. E3 Services was selected with the highest technical and pricing proposal scores in accordance with the RFP solicitation.

4. The resulting two-year plus agreement is valued at $750,000 with the following breakout:

   FY19 - $125,000
   FY20 - $250,000
   FY21 - $375,000

5. This Agreement is effective until June 30, 2021, with the option to renew for up to three additional one-year terms.

6. Bids have been reviewed by Jamie Atkins, Purchasing Manager.

7. Funding will be provided from Long-Term Facilities Maintenance and the General Fund.

8. This contract award meets the District Strategic Plan area of Program Evaluation and Resource Allocation.

9. This item is submitted by Tom Parent, Director of Facilities, and Jackie Turner, Chief Operations Officer.

## B. RECOMMENDATION:

That the Board of Education authorize the award of RFP A216612-A Districtwide Playground Services to Willow Creek Nursery, LLC dba E3 Services for the estimated amount of $750,000.

# INDEPENDENT SCHOOL DISTRICT NO. 625
# BOARD OF EDUCATION
# SAINT PAUL PUBLIC SCHOOLS

**DATE:** April 23, 2019

**TOPIC:** Monthly Operating Authority

## A. PERTINENT FACTS:

1. The Board of Education must authorize and approve all expenditures of the District.
2. The Board of Education must ratify any changes in collateral that have been previously approved by the Assistant Treasurer.
3. This item meets the District strategic plan focus area of Program Evaluation and Resource Allocation.
4. This item is submitted by Marie Schrul, Chief Financial Officer.

## B. RECOMMENDATIONS:

1. That the Board of Education approve and ratify the following checks and wire transfers for the period February 1 – February 28, 2019.

| | | |
|---|---|---|
| (a) General Account | #706373-707854<br>#0003273-0003290<br>#7003161-7003200<br>#0003249-0003333 | $55,522,765.61 |
| (b) Debt Service | -0- | $1,423,752.22 |
| (c) Construction | -0- | $4,506,986.43 |
| | | $61,453,504.26 |

Included in the above disbursements are two payrolls in the amount of $39,433,529.74 and overtime of $359,692.78 or 0.91% of payroll.

(d) Collateral Changes

**Released:**

None

**Additions:**

None

2. That the Board of Education further authorize payment of properly certified cash disbursements including payrolls, overtime schedules, compensation claims, and claims under the Workers' Compensation Law falling within the period ending June 30, 2019.

# INDEPENDENT SCHOOL DISTRICT NO. 625
# BOARD OF EDUCATION
# SAINT PAUL PUBLIC SCHOOLS

**DATE:** April 23, 2019

**TOPIC:** Recommendations for Exclusion of Students in Non-Compliance with Minnesota Statute 123.70 Health Standards: Immunizations

## A. PERTINENT FACTS:

1. There are students in the district who are not in compliance with M.S. 123.70 Health Standards for Immunizations. The students' parents/guardians have been informed of needed immunizations, provided a copy of the law, and given information about community immunization clinics. A contact is made to verify the parents/guardians know that the child is non-compliant, understand the law, and are aware of the possible exemptions to the law. All parents/guardians have had a minimum of 30 days to comply with the law after they are informed that their child is non-compliant.

2. A list of the students is under separate cover.

3. This item will meet the requirements of the Minnesota State Statute 123.70 Health Standards for Immunizations.

4. Requested by Mary Yackley, Supervisor, Student Health and Wellness; Marcy Doud, Assistant Superintendent of Specialized Services; Dr. Kate Wilcox-Harris, Chief Academic Officer.

## B. RECOMMENDATION:

That the Board of Education excludes the named students from school effective May 2, 2019, should they not comply with Minnesota State Health Standards for Immunizations on or before this date.

# INDEPENDENT SCHOOL DISTRICT NO. 625
# BOARD OF EDUCATION
# SAINT PAUL PUBLIC SCHOOLS

**DATE:** April 23, 2019

**TOPIC:** Establishment of the Classified Position of Security Emergency & Management School Support Liaison for Independent School District No. 625 and Relevant Terms and Conditions of Employment

## A. PERTINENT FACTS:

1. The Security Emergency Management Department has a need for a Security & Emergency Management School Support Liaison job classification in order to meet the district daily needs of having mobile and foot patrol, providing general security presence at schools and district related functions. In addition, this classification is needed to better meet the needs of students as outlined in the SPPS Achieves Strategic Plan. This position will be directly aligned with and meet the goals outlined under the Strategic Focus Area of Positive School and District Culture and Program Evaluation Resource Allocation. This position is additionally responsible for the day-to-day ensuring safety security with a focus on compliance and positive relationship with students, parents, staff, and community members.

2. Human Resources assisted with developing a Security Emergency Management School Support Liaison job description and establishing the wage and benefit structure for this job classification. The recommendation is to create a new job title, Security Emergency Management School Support Liaison. This title would be within the unit jurisdiction of the American Federation of State, County and Municipal Employees (AFSCME) Local 844, which represents clerical and technical employees. The recommendation from the study is in salary, Grade 32. This salary grade will remain in place for this job title until a successor agreement reached to the 2018-2020 labor agreement for this unit. The benefits associated with this position will be as provided for other positions within this unit. This position is recommended to be a clerical classified position.

3. The establishment of a Security Emergency Management School Support Liaison job title is necessary to meet the District's commitment to prevailing wage requirements and to maintain the District's status with outside contracts.

4. The funds for this position are available through the Security & Emergency Department budget.

5. This request supports the District’s target area goal of sustainability and strategic plan.

6. This item is submitted by Laurin J. Cathey, Executive Director, Human Resources; Laura Olson, Director, Security & Emergency; Cedrick Baker, Chief of Staff and Jacqueline Turner, Chief of Operation Officer.

## B. RECOMMENDATION:

That the Board of Education of Independent School District No. 625 approve the establishment of the Security Emergency Management School Support Liaison job classification effective April 23, 2019; that the Board declare the position of Security Emergency Management School Support Liaison as classified; and that the pay rate be

Grade 32 of the 2018-2020 American Federation of State, County and Municipal Employees (AFSCME) Local 844.

# INDEPENDENT SCHOOL DISTRICT NO. 625
# BOARD OF EDUCATION
# SAINT PAUL PUBLIC SCHOOLS

**DATE:** April 23, 2019

**TOPIC:** Change SPPS Early Childhood Family Education (ECFE) Logo to MNAFEE ECFE Logo

## A. PERTINENT FACTS:

1. At the February 19, 2019 BOE meeting, Jackie Turner (Chief Operations Officer) and Monica Potter (ECFE Supervisor) presented a logo redesign proposal for ECFE. The proposal was brought forth due to feedback received from parents and staff that the current logo didn't represent the diversity of the program.

2. Community Education surveyed ECFE staff and Families on March 1st. Approximately 900 individuals received the survey, 341 responded.

3. Of those surveyed, 83% were in favor of the MNAFEE logo change.

4. This change will meet the District Strategic Plan focus area of Family and Community Engagement.

5. This item is submitted by Monica Potter, Supervisor, Early Childhood Family Education; Anthony Walker, Director, Community Education; and Jackie Turner, and Chief Engagement Officer.

## B. RECOMMENDATION:

That the Board of Education authorize the ECFE Supervisor to change current logo to the MNAFEE ECFE logo on behalf of the SPPS Community Education department.

.




VS




# ECFE LOGO SURVEY RESULTS

# SURVEY QUESTION: WHICH LOGO BETTER REPRESENTS SPPS ECFE PROGRAM?

A.




B.



# SURVEY RESULTS: STAFF

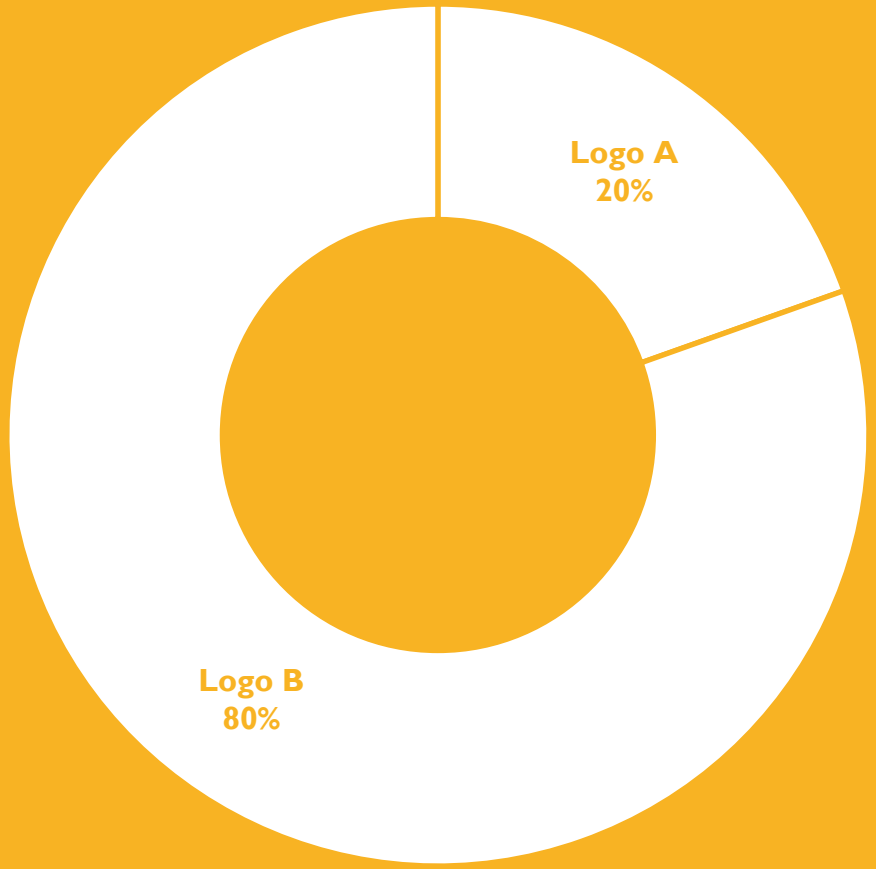
A.




B.




## RESULTS



# SURVEY RESULTS: PARENTS

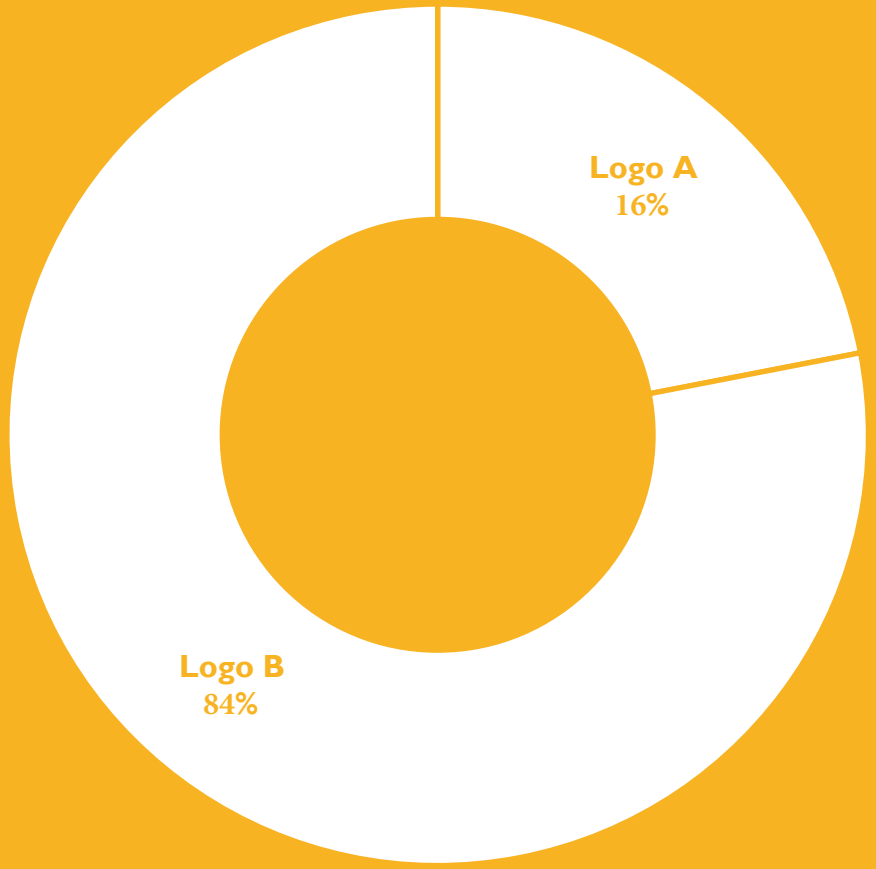
A.




B.




RESULTS



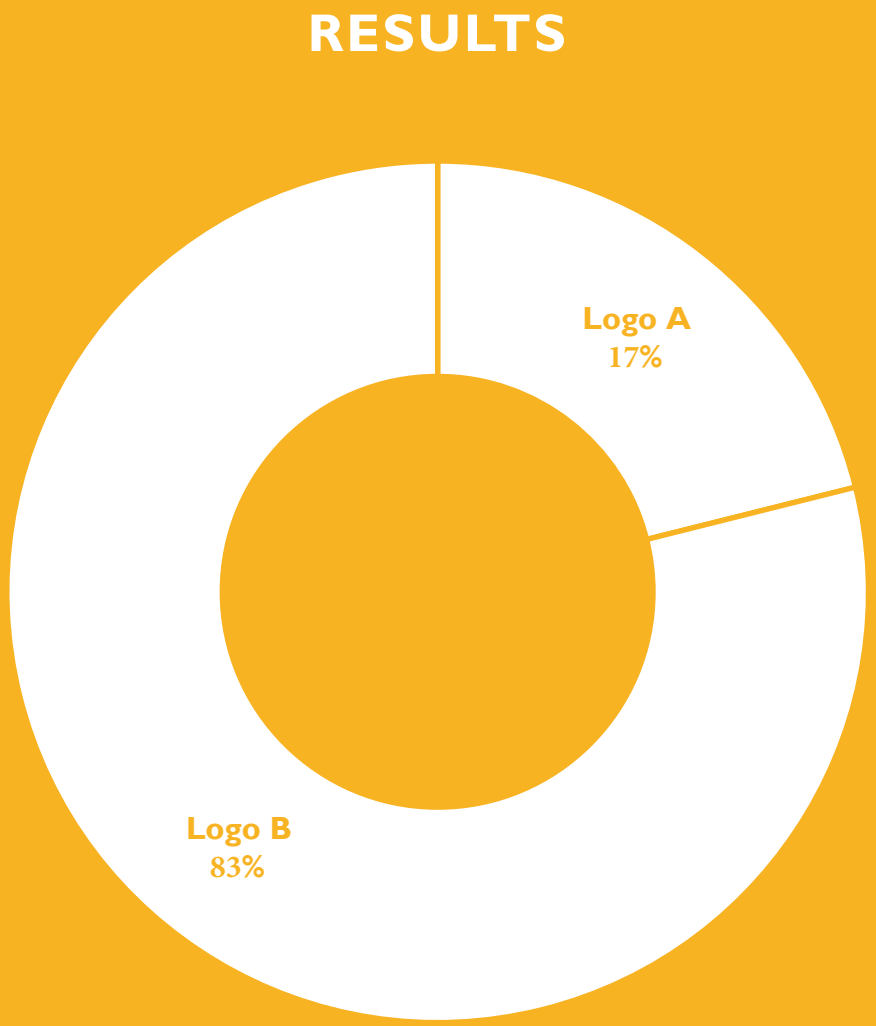
# SURVEY RESULTS: COMBINED TOTAL

A.




B.



Saint Paul Public Schools

ECFE

EARLY CHILDHOOD FAMILY EDUCATION

# FAVORED BY STAFF AND PARENTS

**INDEPENDENT SCHOOL DISTRICT NO. 625**
**BOARD OF EDUCATION**
**SAINT PAUL PUBLIC SCHOOLS**

**DATE:** April 23, 2019

**TOPIC:** Resolution of Charge

**A. PERTINENT FACTS:**

1. On February 13, 2018, a now former employee (**"Employee A"**) filed a Charge of Discrimination against the School District (the **"Charge"**) with the Equal Employment Opportunity Commission (**"EEOC"**).

2. The School District can resolve the Charge with the EEOC by agreeing to clarify certain policies, developing internal written guidance around the clarified policies, posting notice, and by providing training on the clarified policies and guidance.

3. This resolution supports the strategic plan focus area of Positive School and District Culture.

4. This item is submitted by William Forbes, Assistant General Counsel, Charles Long, General Counsel, and James Vollmer, Assistant Director Employee/Labor Relations.

**B. RECOMMENDATION:**

That the Board of Education approve the Conciliation Agreement in the above referenced matter and authorize its Superintendent, or his designee, to sign the Conciliation Agreement.

# INDEPENDENT SCHOOL DISTRICT NO. 625
# BOARD OF EDUCATION
# SAINT PAUL PUBLIC SCHOOLS

**DATE:** April 23, 2019

**TOPIC:** Settlement of Claim

## A. PERTINENT FACTS:

1. In March 2018, a now former employee (**"Employee B"**) filed a lawsuit against the School District following Employee B's termination from employment in the fall of 2017 during Employee B's probationary period. The School District filed an answer denying Employee B's allegations and disputing Employee B's legal claims.

2. In order to avoid to further expenditures of time, attention, and resources, the School District can resolve the lawsuit by paying the amount of $14,500 without admitting any liability or wrongdoing.

3. This item is submitted by William Forbes, Assistant General Counsel and Charles Long, General Counsel.

## B. RECOMMENDATION:

That the Board of Education approve the settlement agreement in the above referenced matter and authorize its Superintendent, or his designee, to sign the settlement agreement.

**INDEPENDENT SCHOOL DISTRICT NO. 625**
**BOARD OF EDUCATION**
**SAINT PAUL PUBLIC SCHOOLS**

**DATE:** April 23, 2019

**TOPIC:** Revised January 2019 Monthly Operating Authority

**A. PERTINENT FACTS:**

1. The Board of Education must authorize and approve all expenditures of the District.
2. The Board of Education must ratify any changes in collateral that have been previously approved by the Assistant Treasurer.
3. Debt Service account expenditures were erroneously included in General Account expenditures.
4. This item meets the District strategic plan focus area of Program Evaluation and Resource Allocation.
5. This item is submitted by Marie Schrul, Chief Financial Officer.

**B. RECOMMENDATIONS:**

1. That the Board of Education approve and ratify the following checks and wire transfers for the period January 1 – January 31, 2019.

| | | |
|---|---|---|
| (a) General Account | #705060-706372<br>#0003217-0003272<br>#7003123-7003160<br>#0003159-0003248 | $55,562,863.57 |
| (b) Debt Service | -0- | $31,543,023.76 |
| (c) Construction | -0- | $3,542,800.57 |
| | | $90,648,687.90 |

Included in the above disbursements are two payrolls in the amount of $38,077,183.24 and overtime of $133,188.17 or 0.35% of payroll.

(d) Collateral Changes

**Released:**

None

**Additions:**

None

2. That the Board of Education further authorize payment of properly certified cash disbursements including payrolls, overtime schedules, compensation claims, and claims under the Workers' Compensation Law falling within the period ending June 30, 2019.

# INDEPENDENT SCHOOL DISTRICT NO. 625
# BOARD OF EDUCATION
# SAINT PAUL PUBLIC SCHOOLS

**DATE:** April 23, 2019

**TOPIC:** Bid No. A216453-A Highland Senior High School Pool Piping Replacement

## A. PERTINENT FACTS:

1. This project provides all labor, materials, equipment and services for the Pool Piping Replacement at Highland Park Senior High School.

2. This is a ratification of a previous bid in which the bid number has been corrected to be Bid No. A216453-A.

3. The following bids were received for the lump sum base bid:

| | Lump Sum Base Bid |
|---|---|
| JPMI Construction | $226,500 |
| Morcon Construction | $292,700 |

4. This is an advertised bid and accordingly, contract documents for this project were made available for examination at the Architect's office, on the District's online platform and at the following:

   Builders Exchange of St. Paul
   MEDA Construction Connection
   Minneapolis Builders Exchange
   Dodge McGraw Hill Construction Plan Room
   Reed Construction Data Plan Room
   iSqFt/AGC of MN Plan Room

5. Bids have been reviewed by Jamie Atkins, Purchasing Manager.

6. Funding will be provided from Long-Term Facilities Maintenance.

7. This project will meet the meets the District Strategic Plan focus area of Program Evaluation and Resource Allocation.

8. This item is submitted by Tom Parent, Director of Facilities, and Jackie Turner, Chief Operations Officer.

## B. RECOMMENDATION:

That the Board of Education authorize the award of Bid No. A216453-A Highland Park High School Auditorium Pool Piping Replacement to JPMI Construction for a lump sum base bid for $226,500.

**INDEPENDENT SCHOOL DISTRICT NO. 625**
**BOARD OF EDUCATION**
**SAINT PAUL PUBLIC SCHOOLS**

**DATE:** April 23, 2019

**TOPIC:** Request for Authorization to Award ITB #A216776-A Various Food Service Equipment

**A. PERTINENT FACTS:**

1. Saint Paul Public Schools' Nutrition Services Department has received bid responses to purchase various food service equipment. The list of equipment included replacement for various existing equipment at their end of life (i.e. hot holding cabinets, ovens, utility racks, milk coolers, salad bars) and new equipment (i.e. mixing bowls and fresh vegetable processors).

2. Bidders were asked provide bid prices as a package and as a line item. The following companies submitted bids:

| **Company** | **Bid Amount** |
|---|---|
| Horizon Equipment | $497,347.32 |
| TriMark Hockenbergs | $468,918.16 |
| Great Lake Hotel Supply | $596,982.00 |
| Best of By Line Item | $448,784.60 |

3. The Nutrition Services Department requests authorization to award by line item and establish contracts with Horizon Equipment for $63,739.62 and TriMark Hockenbergs for $385,044.98 for the purchases.

4. This request has been reviewed by Jamie Atkins, Purchasing Manager.

5. Funding will be provided from Nutrition Services budget code 02-005-680-707-6530-0000.

6. These purchases meet the District Strategic Plan focus area of Program Evaluation and Resource Allocation.

7. This item is submitted by Stacy Koppen, Nutrition Services Director, and Jackie Turner, Chief Operations Officer.

**B. RECOMMENDATION:**

That the Board of Education authorizes the award of ITB# A216776-A Various Food Service Equipment by line item to Horizon Equipment for $63,739.62 and TriMark Hockenbergs for $385,044.98.

# INDEPENDENT SCHOOL DISTRICT NO. 625
# BOARD OF EDUCATION
# SAINT PAUL PUBLIC SCHOOLS

**DATE:** April 23, 2019

**TOPIC:** Bid No. U217111-A for Central High School Griffin Stadium Artificial Turf Replacement

## A. PERTINENT FACTS:

1. This project provides all labor, materials, equipment and services for Artificial Turf Replacement at Griffin Stadium at Central High School.

2. The following bids were received for the lump sum base bid:

| | Lump Sum Base Bid with Alternates 1, 2 and 3 |
|---|---|
| Field Turf. | $683,338 |
| AstroTurf Corporation | $875,192 |
| Sprinturf | $1,011,050 |

3. Bids were received in accordance with Sourcewell contract #082114-FTU.

4. Bids have been reviewed by Jamie Atkins, Purchasing Manager.

5. Funding will be provided from Long-Term Facilities Maintenance.

6. This project meets the District Strategic Plan focus area of Program Evaluation and Resource Allocation.

7. This item is submitted by Tom Parent, Director of Facilities, and Jackie Turner, Chief Operations Officer.

## B. RECOMMENDATION:

That the Board of Education authorize the award of Bid No. U217111-A Central High School Griffin Stadium Artificial Turf Replacement to Field Turf for a lump sum base bid with Alternates 1, 2 and 3 of $683,338.

**INDEPENDENT SCHOOL DISTRICT NO. 625**
**BOARD OF EDUCATION**
**SAINT PAUL PUBLIC SCHOOLS**

**DATE:** April 23, 2019

**TOPIC:** Change Order #19 for Rochon Corporation at Horace Mann School Expansion & Renovation

**A. PERTINENT FACTS:**

1. This change order provides all labor, material, equipment and services necessary for the following items:

    a. Reconfiguration of Toilet Room and Mechanical Room to add additional toilet and improve access, removal of old ceiling and install new framed ceiling in Nurse's Area due to unforeseen conditions, new floor substrate and new metal stud/gypsum walls due to unforeseen conditions

2. Funding will be provided from Capital Levy.

3. This project will meet the meets the District Strategic Plan focus area of Program Evaluation and Resource Allocation.

4. This item is submitted by Tom Parent, Director of Facilities, and Jackie Turner, Chief Operations Officer.

5. The contract would be changed as follows:

| | Amount | % Change |
|---|---|---|
| The original contract sum was | $14,941,000.00 | - |
| Previous change orders approved to date | $1,787,244.42 | 12% |
| The contract sum prior to this change order was | $16,728,244.42 | - |
| **This change order amount** | **$224,148.06** | **1.5%** |
| The new contract sum including this change order will be | $16,952,392.48 | 13.5% |

**B. RECOMMENDATION:**

That the Board of Education authorize the Superintendent (or Designee) to sign Change Order #19 for Rochon Corporation at Horace Mann School Expansion & Renovation for the amount of $224,148.06.

# INDEPENDENT SCHOOL DISTRICT NO. 625

## BOARD OF EDUCATION

## SAINT PAUL PUBLIC SCHOOLS

## RESOLUTION

**Board File No.**_____

**Date**_____

## A RESOLUTION INDICATING SUPPORT FOR RAISING THE LEGAL AGE FOR TOBACCO SALES FROM 18 TO 21

**WHEREAS**, tobacco remains the leading cause of preventable disease and premature death in Minnesota and is one of the largest drivers of health care costs; and

**WHEREAS,** 95% of current adult smokers began using tobacco before age 21, and the ages of 18 to 21 are a critical period when many experimental smokers transition to regular, daily use; and

**WHEREAS,** smoking-caused health costs in Minnesota total more than $3 billion per year and raising the age of legal sales of tobacco products, e-cigarettes and liquid nicotine products to age 21 will decrease overall usage rates, which in turn will lead to reduced future tobacco-related health care costs; and

**WHEREAS,** the National Academy of Medicine estimates there would be a 25% reduction in smoking initiation among 15-to-17 year olds if the legal sales age for tobacco were raised to 21 years of age, and local analysis estimates it would prevent 30,000 Minnesota youth from starting to smoke; and

**WHEREAS,** youth e-cigarette use is a public health threat. The Food and Drug Administration has called it an epidemic. Since 2014, e-cigarettes use has increased by 50 percent among Minnesota high school students, and e-cigarette use is now double conventional cigarette use; and

**WHEREAS,** nicotine harms adolescent brain development and no amount of nicotine is safe for youth. Youth nicotine exposure has negative implications for learning, memory, and attention span; and

**WHEREAS,** the State of Minnesota has taken action to raise the legal age for tobacco sales from 18 to 21 which would help keep tobacco out of public schools but neighboring communities including Roseville, Shoreview, Falcon Heights, Lauderdale, Arden Hills, North Oaks and Minneapolis have passed measures prohibiting tobacco sales to individuals under the age of 21;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Education of Independent School District No. 625 - Saint Paul Public Schools, encourages that the Saint Paul City Council take action to increase the tobacco sales age from 18 to 21.

Adopted_____

_____
CHAIR Board of Education

_____
CLERK Board of Education

# FY 2019-20 Budget Update

## Board of Education

Marie Schrul, Chief Financial Officer
April 23, 2019

# Purpose

To provide an update on the FY 2019-20 budget and timeline to the Board of Education.

# General Fund Budget Planning Information

- The FY20 preliminary budget meets contractual obligations
- The FY20 Revenue projection is based on a 1% increase on per pupil formula
- Projected FY20 inflationary expenditures are $10.4m
- FY20 additional funding to schools is $10.5m
- All schools do not receive the same amount of money per pupil because:
  - Some school funding is categorical (it has specific criteria on its spending)
  - Funding for Comp Ed and Title I follows the students on a one year delay (previous year's Oct 1 count) FY20 Comp Ed Revenue = -$5.5m
  - Higher poverty schools have greater access to categorical dollars than lower poverty sites
- School enrollment affects the dollars allocated FY20 Revenue projection = -$6.9m

# FY 2019-20 General Fund Budget Preliminary Big Picture (as of 4/17/19)

| | FY19 Adopted (in $M) | FY20 Preliminary (in $M) | Difference (in $M) |
|---|---|---|---|
| Revenue (including LTFM) | $560.8 | $571.0 | $10.2 |
| Use of Fund Balance | 0 | 0 | 0 |
| Expenditures (including LTFM) | $560.8 | $575.6 | $14.8 |
| **Projected FY20 Shortfall** | | **($4.6)** | |

Projected revenue assumptions are based on a 1% increase to per pupil formula
Projected revenue amount includes Long Term Facilities Maintenance (LTFM) sources within the General Fund prior to any State UFARS required transfers to the Building Construction Fund

# FY 2019-20 General Fund Projected Revenue (as of 4/17/19)

| Projected Revenue Changes: | Amount $M |
|---|---|
| Referendum levy increase | $17.3 |
| State Aid increase (assumption of 1% increase on formula) | 3.1 |
| State Aid decrease (due to enrollment decline) | (6.9) |
| Compensatory Education decrease (based on 10/1/18 Free & Reduced lunch count) | (5.5) |
| Special Education | 2.2 |
| **Total FY20 Projected Revenue Increase** | **$10.2** |

# FY20 School Budget Timeline

**March 25:**
FY20 School Budget Rollout

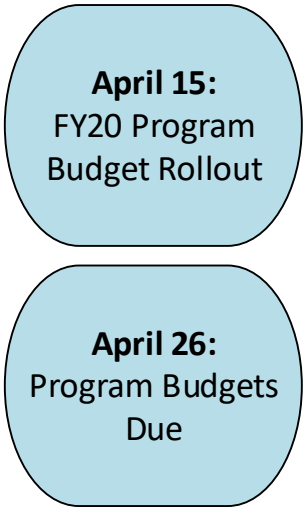
**March 25-April 19:**
Joint Budget & Staffing Meetings, "Budget Fairs"

**April 26:**
School Budgets Due

- Sites received budget toolkits on March 25
- Principals Budget Fair took place on March 27
- Budgets due back on April 26

- Budget planning meetings with sites began April 8
- More information sent to principals on April 8 on Budget FAQs & Budgeting 101 video

# FY20 Program Budget Timeline




- Budget Rollout to Programs on April 15
- Joint Meetings with Leadership, Program Administrators, and Accounting Staff
- Budgets due back on April 26

# Questions?

# Policy Update

Cedrick Baker, Chief of Staff
Jada Wollenzien, Program Manager

Board of Education Meeting
April 23, 2019

# THIRD READING:  Policy 417.00: Drug and Alcohol Testing for Drivers

- Propose new policy (417.00) be developed
- Rationale
  - Make an official SPPS policy because SPPS already participates in these federally mandated practices for drivers:
    - Pre-Employment Testing
    - Post-Accident Testing
    - Random Testing
    - Reasonable Suspicion Testing
    - Return-To-Duty Testing
    - Follow-Up Testing

120

# THIRD READING:  Policy 416.00: Drug and Alcohol Testing for All Employees

- Propose new policy (416.00) be developed
- Rationale
  - Currently, SPPS has no current mechanism (for any employees other than drivers) to rule out or confirm someone is indeed under the influence of drugs or alcohol at work
  - Liability and safety issue
- Unlike proposed policy 417.00, this policy will not include:
  - Random Testing
  - Job Applicant Testing
  - During Routine Physical Examination Testing

# THIRD READING:  Policy 416.00: Drug and Alcohol Testing for All Employees

- This policy will include:
  - **Reasonable Suspicion Testing**
    - Will help district in making disciplinary decisions
    - Encourages employees who truly have a problem get help
    - If an employee has one positive test, the District must give them an opportunity to participate in treatment
  - **Treatment Program Testing**
    - Testing may be required as part of an employee's participation in any chemical dependency treatment under an employee benefit plan, or any chemical dependency treatment to which an employee has been referred by the District

# THIRD READING:  Policy 416.00: Drug and Alcohol Testing for All Employees

- During this 3-reading process, we have asked bargaining units to review and provide input.
- Per Electricians, we are adding in this paragraph:

123

**VI. COLLECTIVE BARGAINING AGREEMENTS/ APPEAL PROCEDURES**

This Policy shall be interpreted and applied consistent with any applicable labor agreement, and in the event of a conflict, the labor agreement shall supersede this Policy. Employees covered by labor agreements may appeal employment actions taken under this Policy under the applicable labor agreement.

# Recommendation Approval

That the Board approve the adoption of:

- Policy 417.00: Drug and Alcohol Testing for Drivers
- Policy 416.00: Drug and Alcohol Testing for All Employees

124

# FIRST READING:  Policy 415.00: Discrimination, Harassment, Violence and Retaliation

We are updating the current Policy 415.00: Harassment, Violence, and Other Offensive Behavior. It is being proposed that the policy be retitled to Policy 415.00: Discrimination, Harassment, Violence, and Retaliation Policy.

125

**Why do we have this policy?**

Promote positive school and district culture; and Minn. Stat. § 121A.03 requires that we have a policy regarding sexual, religious, and racial harassment and sexual, religious, and racial violence that conforms with the Minnesota Human Rights Act.

# FIRST READING: Policy 415.00: Discrimination, Harassment, Violence and Retaliation

**Why are updates being proposed?**

1. To create alignment with other District policies (e.g., Policy 102.00 Equal Opportunity/Non-Discrimination; Policy 500.00 Gender Inclusion; Policy 505.00 Bullying Prohibition);
2. To provide clarity in reporting and investigation procedures;
3. To expand and clarify the retaliation prohibition; and
4. To ensure we are using our new resource, the EEO Director.

126

# FIRST READING: Policy 415.00: Discrimination, Harassment, Violence and Retaliation

**What are the significant updates?**

1. Eliminates the need for separate procedures;
2. Clarifies that discrimination is prohibited by this policy;
3. Requires reporting of policy violations within 1 business day;
4. Utilizes the EEO Director to receive copies of reports and, if necessary, undertake her own investigation and/or provide support to building administration;
5. Explains that District personnel who fail to report violations of the policy may be subject to discipline; and
6. Significantly expands the retaliation prohibition.

127

# THIRD READING:  Policy 516.00: Medications/Medical Procedures

- Third reading of revised policy
- Last revised in 2008
- Revisions made to the policy:
  - Restructuring of sentences
  - Re-wording
    - “Designee of the school administrator” to replace “designee of the principal” (paragraph 2)
    - “Medications needed at school” to replace “ medications prescribed” (paragraphs 4a, 4b)
- Additions to the policy:
  - Purpose statement
  - Paragraph 5 - overnight field trips / in original, labeled container
  - Paragraph 10 - emergency medication

128

# Recommendation Approval

That the Board approve the revision of:

- Policy 516.00: Medications/Medical Procedures

129

# FIRST READING:  Policy 713.00: Equal Opportunity Procurement

- Amended policy
- Rationale for updated policy:
  - To support the Small Business Inclusion Program SPPS is establishing
  - Will allow SPPS to better assess where and how it is spending and where improvements could be made
  - Will be able to provide transparent reporting

130

# FIRST READING: Policy 713.00: Equal Opportunity Procurement

- New proposed language:

**3**. The District's Purchasing Department shall endeavor to procure from local small ~~and protected class~~ businesses.

**4.** The District shall maintain a **race and gender-neutral small business enterprise (SBE) and micro-SBE program** for contracting with local small businesses. The Program will: (1) apply to all construction projects awarded in accordance with Minn. Stat. § 471.345 and Minn. Stat. § 123B.52 (2) maintain the same **annual aspirational goals** of 10% to qualified SBEs and 15% to qualified micro-SBEs, for an overall aspirational goal of 25%, on all District construction projects, (3) be **evaluated annually** to determine whether the annual aspirational goals should be adjusted, and (4) authorize the District to establish contract specific goals for individual construction projects and specify certain construction projects to be procured without SBE or micro-SBE participation goals.

131

# FIRST READING:  Policy 713.00: Equal Opportunity Procurement

- New proposed language cont:

**5**.  The District **shall collect and maintain data** from all eligible vendors or consultants doing business with the District relating to such **vendor or consultant's race, gender, veteran's status, and geographic location** of such vendor or consultant's principal executive offices. If vendors or consultants doing business with the District are business entities, including but not limited to partnerships, limited liability companies, or corporations, then the District shall collect and maintain data relating to the race, gender, and veteran's status of the person(s) with the majority and controlling interest in the business entity, as well as, the geographic location of the business entity's principal place of business.  **The data collected and maintained under this policy shall be maintained in a disaggregated form to allow for public transparency and reporting of the District's spending by race, gender, veteran's status, and geographic location**.




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# Questions

**INDEPENDENT SCHOOL DISTRICT NO. 625**
**Saint Paul, Minnesota**
**360 Colborne Street**

**Proposed Policy:**

**417.00 DRUG AND ALCOHOL TESTING FOR DRIVERS**

**Proposed Policy Revision:**

| | |
|---|---|
| **First Reading** | **February 19, 2019** |
| **Second Reading** | **March 19, 2019** |
| **Third Reading** | **April 23, 2019** |

**COMMENTS:**

**Saint Paul Public Schools**
**360 Colborne Street**
**Saint Paul, Minnesota 55102**
**651-767-8149**

*Adopted:*_____ *Saint Paul Public Schools Policy 417~~6~~.00*

*Revised:*_____

## 417.00 ~~6~~ DRUG AND ALCOHOL TESTING FOR DRIVERS

### I.[JJ1] PURPOSE

A. Saint Paul Public Schools (SPPS) recognizes the significant problems created by drug and alcohol use in society in general, and the public schools in particular. SPPS further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.

B. ~~SPPS believes that a work environment free of drug and alcohol use will be not only safer, healthier, and more productive but also more conducive to effective learning. Therefore, to provide such an environment, t~~The purpose of this policy is to ~~provide authority~~outline~~.~~ SPPS's implementation of the drug and alcohol testing that is required by federal law ~~so that SPPS may require all employees~~ for all job applicants and employees whose positions require a commercial driver's license ~~and/or job applicants to submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in federal law and Minn. Stat. §§ 181.950-181.957~~.

### II.[JJ2] GENERAL STATEMENT OF POLICY

A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy. SPPS also may request or require that drivers submit to drug and alcohol testing in accordance with the provisions of ~~this policy~~Board Policy 416.00 and as provided in Minn. Stat. §§ 181.950-181.957.

~~B. The school district may request or require that any SPPS employee, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950-181.957~~.

~~C.~~B. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, including medical cannabis, regardless of whether it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs which are not medically prescribed, including medical cannabis, regardless of whether it has been prescribed for the employee, is also prohibited throughout the school or work

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day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs which are not medically prescribed are prohibited from entering or remaining on school district property.

~~D~~C. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol are prohibited from entering or remaining on school district property.

~~E~~D. Any employee who violates this section shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge.

## III. FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR ~~SCHOOL BUS~~ DRIVERS

A.[JJ3] General Statement of Policy

All persons subject to commercial driver's license requirements shall be tested for alcohol, marijuana (including medical cannabis), cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B.[JJ4] Definitions

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.

2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its

Conforming Products List for such devices.

3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.

4. "Commercial Motor Vehicle" (CMV) includes a vehicle which is designed to transport 16 or more passengers, including the driver.

5. "Designated Employer Representative" (DER) means a designated school district representative authorized to take immediate action to remove employees from safety-sensitive duties, to make required decisions in the testing and evaluation process, and to receive test results and other communications for the school district.

6. "Department of Transportation" (DOT) means United States Department of Transportation.

7. "Driver" is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent or occasional drivers, leased drivers, and independent owner-operator contractors.

8. "Evidential Breath Testing Device" (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.

9. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district's drug testing program and for evaluating medical explanations for certain drug tests.

10.[JJ5] "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or

sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.

11.[JJ6] "Safety-sensitive functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.

12. "Screening Test Technician" (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.

13. "Stand Down" means to temporarily remove an employee from performing safety-sensitive functions after a laboratory reports a confirmed positive, an adulterated, or a substituted test result but before the MRO completes the verification process.

14. "Substance Abuse Professional" (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up

testing, and aftercare.

C. Policy and Educational Materials

1[JJ7]. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.

2[JJ8]. The school district shall provide to each driver information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem; and available methods of intervening when an alcohol or drug problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.

3[JJ9]. The school district shall provide written notice to representatives of employee organizations that the information described above is available.

4[JJ10]. The school district shall require each driver to sign a statement certifying that he or she has received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

D[JJ11]. Alcohol and Controlled Substances Testing Program Manager

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.

2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E[JJ12]. Specific Prohibitions for Drivers

1.[JJ13] Alcohol Concentration. No driver shall report for duty or remain on duty

requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.

2.[JJ14] Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.

3.[JJ15] On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.

4[JJ16]. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.

5.[JJ17] Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until he or she undergoes a post-accident alcohol test, whichever occurs first.

6.[JJ18] Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.

7.[JJ19] Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.

8.[JJ20] Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.

9.[JJ21] General Prohibition. Drivers are also subject to the general policies and

procedures of the school district which prohibit the possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F[JJ22]. Other Alcohol-Related Conduct

No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least twenty-four (24) hours following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04 but may take action otherwise consistent with law and policy of the school district.

G.[JJ23] Prescription Drugs

A driver shall inform his or her supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry.

H.[JJ24] Testing Requirements

1[JJ25]. Pre-Employment Testing

a. A driver applicant shall undergo testing for alcohol and controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the school district.

b. Tests shall be conducted only after the applicant has received a conditional offer of employment.

c. In order to be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol

concentration of 0.04 or higher, or verified positive results for controlled substances, including medical cannabis, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.

d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.

2[JJ26]. Post-Accident Testing

a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.

b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.

c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.

d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.

e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.

f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.

3.[JJ27] Random Testing

a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.

b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.

c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made.

d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.

e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

4.[JJ28] Reasonable Suspicion Testing

a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe

that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty or within four (4) hours before coming on duty. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.

b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.

c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.

d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

5.[JJ29] Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances.

6.[JJ30] Follow-Up Testing. When an SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment

program.

7.[JJ31] Refusal to Submit and Attendant Consequences

a. A driver or driver applicant may refuse to submit to drug and alcohol testing.

b. Refusal to submit to a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 U.S.C. § 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.

c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.

d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment C to this policy.

I.[JJ32] Testing Procedures

1.[JJ33] Drug Testing

a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and

prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.

b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.

c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.

d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor's failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review

the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.

e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.

f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:

(1) The donor expressly declines the opportunity to discuss the test results;

(2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or

(3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

2.[JJ34] Alcohol Testing

a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.

b. Any test result less than 0.02 alcohol concentration is considered a "negative" test.

c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district

will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor's inability to provide a breath sample is genuine or constitutes a refusal to test.

d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.

e. Alcohol tests are reported directly to the DER.

J.[JJ35] Driver/Driver Applicant Rights

1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the driver's or driver applicant's expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.

2.[JJ36] The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:

a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and

b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.

c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K.[JJ37] Testing Laboratory

The testing laboratory for controlled substances will be Concentra, Inc., 570 Asbury Street, Suite 101, Saint Paul, Minnesota, (651) 888-6540, which is a laboratory certified by the Department of Health and Human Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

L.[JJ38] Confidentiality of Test Results

All alcohol and controlled substances test results and required records of the drug and alcohol testing program are considered confidential information under federal law and private data on individuals as that phrase is defined in Minn. Stat. Ch. 13. Any information concerning the individual's test results and records shall not be released without written permission of the individual, except as provided for by regulation or law.

Consistent with federal regulations, the District must report the following information to the Commercial Driver's License Drug and Alcohol Clearinghouse: (i) a verified positive, adulterated, or substituted drug test result; (ii) an alcohol confirmation test with a concentration of 0.04 or higher; (iii) a refusal to submit to any test required by 49 CFR § 382, subpart C; (iv) the District's actual knowledge on duty alcohol use, pre-duty alcohol use, alcohol use following an accident, and controlled substance use; (v) a SAP report of the successful completion of the return-to-duty process; (vi) a negative return-to-duty test; and (vii) the District's report of completion of follow-up testing.[JJ39]

M.[JJ40] Recordkeeping Requirements and Retention of Records

1. The school district shall keep and maintain records in accordance with the federal regulations in a secure location with controlled access.

2. The required records shall be retained for the following minimum periods:

Basic records 5 years

"Basic records" includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration

documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

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|---|---|
| Information obtained from previous employers | 3 years |
| Collection records | 2 years |
| Negative and cancelled drug tests | 1 year |
| Alcohol tests with less than 0.02 concentration | 1 year |
| Education and training records | indefinite |

"Education and training records" must be maintained while the individuals perform the functions which require training and for the two (2) years after ceasing to perform those functions.

N.[JJ41] Training

The school district shall ensure all persons designated to supervise drivers receive training. The designated employees shall receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. The training shall include physical, behavioral, speech, and performance indicators of probable misuse of alcohol and use of controlled substances. The training will be used by the supervisors to make determinations of reasonable suspicion.

O.[JJ42] Consequences of Prohibited Conduct and Enforcement

1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to-duty requirements of federal DOT regulations have been completed.

2. Referral, Evaluation, and Treatment

   a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.

   b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP's evaluation recommendations (education,

treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.

c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.

d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.

3. Disciplinary Action

a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P.[JJ43] Other Testing

The school district may request or require that drivers submit to drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of ~~this~~ Board policy 416.00 and as provided in Minn. Stat. §§ 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by ~~Section IV. of this policy~~Board Policy 416.00.

## IV. DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

The school district may request or require drug and alcohol testing for other school district personnel, i.e., employees who are not school bus drivers. The school district does not have a legal duty to request or require any employee or job applicant to undergo drug and alcohol testing as authorized in this policy, except for school bus drivers and other drivers of CMVs who are subject to federally mandated testing. (See Section III. of this policy.) If a school bus driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Section IV. of this policy will be applicable to such testing.

A. Circumstances Under Which Drug or Alcohol Testing May Be Requested or Required:

1. General Limitations

a. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, unless the testing is done pursuant to this drug and alcohol testing policy; and is conducted by a testing laboratory which participates in one of the programs listed in Minn. Stat. § 181.953, Subd. 1.

b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing on an arbitrary and capricious basis.

4. Reasonable Suspicion Testing

The school district may request or require any employee to undergo drug and alcohol testing if the school district has a reasonable suspicion that the employee:

a. is under the influence of drugs or alcohol;

b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;

c. has sustained a personal injury, as that term is defined in Minn. Stat. § 176.011, Subd. 16, or has caused another employee to sustain a personal injury; or

d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

5. Treatment Program Testing

Testing may be required as part of an employee's participation in any chemical dependency treatment under an employee benefit plan, or any chemical dependency treatment to which an employee has been referred by the District.

B. No Legal Duty to Test

The school district does not have a legal duty to request or require any employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing.

C. Definitions

1. "Drug" means a controlled substance as defined in Minnesota Statute 152.01, subd. 4.

2. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" mean analysis of a body component sample according to the standards established under one of the programs listed in Minn. Stat. § 181.953, Subd. 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.

3. "Other Employees" means any persons, independent contractors, or persons

working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."

5. "Positive test result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minn. Stat. § 181.953, Subd. 1.

6.

7. "Reasonable suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

D. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing and Consequences of Such Refusal

1. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing

Any employee or job applicant whose position does not require a commercial driver's license has the right to refuse drug and alcohol testing subject to the provisions contained in Paragraphs 2. and 3. of this Section D.

2. Consequences of an Employee's Refusal to Undergo Drug and Alcohol Testing

Any employee in a position that does not require a commercial driver's license who refuses to undergo drug and alcohol testing in the circumstances

set out in the Random Testing, Reasonable Suspicion Testing, and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and including immediate discharge.

E. Reliability and Fairness Safeguards

1. Pretest Notice

Before requesting an employee whose position does not require a commercial driver's license to undergo drug or alcohol testing, the school district shall provide the employee with a Pretest Notice in the form of Attachment D to this policy on which to acknowledge that the employee has received the school district's drug and alcohol testing policy.

2. Notice of Test Results

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing an employee who has undergone drug or alcohol testing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.

3. Notice of and Right to Test Result Report

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee who has undergone drug or alcohol testing of the employee's right to request and receive from the school district a copy of the test result report on any drug or alcohol test.

4. Notice of and Right to Explain Positive Test Result

a. If an employee has a positive test result on a confirmatory test, the school district shall, within three (3) working days, provide him or her with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information.

b. The school district may request that the employee indicate any over-

the counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.

c. The employee may present verification of enrollment in the medical cannabis patient registry as part of the employee's explanation.

d. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

a. If an employee has a positive test result on a confirmatory test, the school district shall, within three (3) working days, provide him or her with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.

b. An employee may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minn. Stat. § 181.953, Subd. 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee .

6. If an employee has a positive test result on a confirmatory test, the school district, at the time of providing notice of the test results, shall also provide

written notice to inform him or her of other rights provided under Sections F. or G., below, whichever is applicable.

Attachments E and F to this policy provide the Notices described in Paragraphs 2. through 6. of this Section E.

F. Discharge and Discipline of Employees Whose Positions Do Not Require a Commercial Driver's License

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:

a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and

b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same

rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.

6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.

7. An employee must be given access to information in his or her personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

H. Chain-of-Custody Procedures

The school district has established its own reliable chain-of-custody procedures to ensure proper record keeping, handling, labeling, and identification of the samples to be tested. The procedures require the following:

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;

2. The sample must always be in the possession of, must always be in view of,

or must be placed in a secure area by a person authorized to handle the sample;

3. A sample must be accompanied by a written chain-of-custody record; and

4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

A laboratory may only disclose to the school district test result data regarding the presence or absence of drugs, alcohol or their metabolites in a sample tested.

2. Confidentiality Limitations

With respect to employees, test result reports and other information acquired in the drug or alcohol testing process are private data on individuals as that phrase is defined in Minn. Stat. Ch. 13, and may not be disclosed by the school district or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee tested.

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding Paragraphs 1. and 2., evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minn. Stat. Ch. 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege

~~Positive test results from the school district drug or alcohol testing program may not be used as evidence in a criminal action against the employee tested.~~

~~J. Notice of Testing Policy to Affected Employees~~

~~The school district shall provide written notice of this drug and alcohol testing policy to all affected employees upon adoption of the policy and to a previously non-affected employee upon transfer to an affected position under the policy. Affected employees will acknowledge receipt of this written notice in the form of Attachment G to this policy.~~

## ~~V. POSTING~~

~~The school district shall post notice in an appropriate and conspicuous location on its premises that it has adopted a drug and alcohol testing policy and that copies of the policy are available for inspection during regular business hours by its employees in its personnel office or other suitable locations.~~

***Legal References:***

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 43A (State Personnel Management)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
Minn. Stat. § 152.32 (Protections for Registry Program Participation)
Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
Minn. Stat. § 221.031 (Motor Carrier Rules)
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)

***Cross-References:***

| | |
|---|---|
| 304 | Records: Data Management |
| 413 | Drug-Free Workplace |
| 413.01 | Chemical Use and Abuse |

414 Tobacco-Free Environment
405 Records: Personnel Records

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**ATTACHMENTS TO**
**DRUG AND ALCOHOL TESTING POLICY**

Attachments A through C are to be used in conjunction with the drug and alcohol testing of bus drivers and driver applicants.

- Attachment A is a "Driver Acknowledgment–Drug and Alcohol Testing Policy Materials" form which should be used to document receipt of the policy and other materials by drivers and driver applicants. It is referred to in Article III., Section C., Paragraph 4. of the policy.

- Attachment B is a "Bus Driver or Driver Applicant–Authorization to Release Information" form. It is referred to in Article III., Section H., Paragraph 1. of the policy.

- Attachment C is a "Bus Driver or Driver Applicant–Refusal to Submit to Testing" form. It is referred to in Article III., Section H., Paragraph 7. of the policy.

~~Attachments D through G are to be used in conjunction with drug and alcohol testing of non-bus drivers and applicants.~~

- ~~Attachment D is a "Pretest Notice" that must be provided to non-school bus driver employees or job applicants before requesting that the employee or job applicant undergo drug or alcohol testing. It is referred to in Article IV., Section E., Paragraph 1. of the policy.~~

- ~~Attachment E is a "Notice of Test Results and Various Rights" which should be used by the District when notifying non-school bus driver employees or job applicants of test results and other rights. It is referred to in Article IV., Section E., Paragraph 6. of the policy.~~

- ~~Attachment F is an "Explanation of Positive Test Result" form which should be used by the school district to request that the employee or job applicant submit information to the school district relevant to the reliability of, or explanation for, a positive test result. It is referred to in Article IV., Section E., Paragraph 4. of the policy.~~

- ~~Finally, the District may wish to use Attachment G, entitled "Acknowledgment–Drug and Alcohol Testing Policy," to document that written notice of the policy was given to all affected employees. It is referred to in Article IV., Section J. of the policy.~~

ATTACHMENT A

**(D R A F T)**

**[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]**

## — DRIVER ACKNOWLEDGMENT —
## DRUG AND ALCOHOL TESTING POLICY AND MATERIALS

I have received a copy of the Drug and Alcohol Testing Policy of Independent School District No. , , Minnesota and have read it in its entirety. I understand that I am subject to the provisions of Article III of the policy, entitled Drug and Alcohol Testing for Bus Drivers, because the position involves operating a commercial motor vehicle and requires a commercial driver's license.

The District's policy was provided to me:

G Upon adoption of the policy. (employee).

G Upon my hire. (job applicant/new employee).

G After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug and alcohol testing. (job applicant).

I also received materials concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem; and available methods of intervening when an alcohol or drug problem is suspected.

I have been advised that the Alcohol and Controlled Substances Testing Program Manager is and that any questions I may have concerning the Policy should be directed to the Program Manager.

Dated: _____

_____

*Signature of Employee/Applicant*

_____

*Typed or Printed Name*

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ATTACHMENT B

**(D R A F T)**

**[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]**

## — BUS DRIVER OR DRIVER APPLICANT —
## AUTHORIZATION TO RELEASE INFORMATION

Section I. To be completed by the school district, signed by the bus driver, or driver applicant, and transmitted to the previous employer:

Employee Printed or Typed Name: _____

Employee SS or ID Number: _____

I hereby authorize release of information from my Department of Transportation regulated drug and alcohol testing records by my previous employer, listed in Section I-B, to the employer listed in Section I-A. This release is in accordance with DOT Regulation 49 CFR Part 40, Section 40.25. I understand that information to be released in Section II-A by my previous employer, is limited to the following DOT-regulated testing items:

1. Alcohol tests with a result of 0.04 or higher;
2. Verified positive drug tests;
3. Refusals to be tested;
4. Other violations of DOT agency drug and alcohol testing regulations;
5. Information obtained from previous employers of a drug and alcohol rule violation;
6. Documentation, if any, of completion of the return-to-duty process following a rule violation.

Employee Signature: _____ Date: _____

Section I-A.
School District Name: _____

Address: _____

_____

Phone #: _____ Fax #: _____

Designated Employer Representative: _____

Section I-B.

Previous Employer Name: _____

Address: _____

_____

Phone #: _____

Designated Employer Representative (if known): _____

Section II. To be completed by the previous employer and transmitted by mail or fax to the new employer:

Section II-A. In the two years prior to the date of the employee's signature (in Section I), for DOT-regulated testing:

| | | | |
|---|---|---|---|
| 1. Did the employee have alcohol tests with a result of 0.04 or higher? | | YES | NO |
| 2. Did the employee have verified positive drug tests? | | YES | NO |
| 3. Did the employee refuse to be tested? | | YES | NO |
| 4. Did the employee have other violations of DOT agency drug and alcohol testing regulations? | | YES | NO |
| 5. Did a previous employer report a drug and alcohol rule violation to you? | | YES | NO |
| 6. If you answered "yes" to any of the above items, did the employee complete the return-to-duty process? | N/A | YES | NO |

NOTE: If you answered "yes" to item 5, you must provide the previous employer's report. If you answered "yes" to item 6, you must also transmit the appropriate return-to-duty documentation (e.g., SAP report(s), follow-up testing record).

Section II-B.

Name of person providing information in Section II-A: _____

Title: _____

Phone #: _____

Date: _____

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ATTACHMENT C

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**(D R A F T)**

**[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]**

## — BUS DRIVER OR DRIVER APPLICANT —

## REFUSAL TO SUBMIT TO TESTING

I hereby refuse to submit to drug/alcohol testing by doing the following:

G Failing to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so;

G Failing to remain at the testing site until the testing process is complete;

G Failing to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test;

G Failing to permit the observation or monitoring of any provision of a specimen in the case of a directly observed or monitored collection in a drug test;

G Failing to provide a sufficient breath specimen or sufficient amount of urine when directed and it has been determined that there was no adequate medical explanation for the failure;

G Failing or declining to take a second test as directed;

G Failing to undergo a medical examination or evaluation, as directed by the Medical Review Officer (MRO) or the Designated Employer Representative (DER);

G Failing to cooperate with any part of the testing process (e.g., refusing to empty pockets when so directed by the collector, behaving in a confrontational way that disrupts the collection process, failing to wash hands after being directed to do so by the collector, failing to sign the certification on the form;

G Failing to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process;

G Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process;

G Admitting to the collector or MRO that the driver adulterated or substituted the specimen; or

G Having a verified adulterated or substituted test as reported by the MRO.

[An applicant who fails to appear for a preemployment test, who leaves the testing site before the preemployment testing process commences, or who does not provide a urine specimen because he or she left before it commences, is not deemed to have refused to submit to testing.]

I recognize that my refusal subjects me to the consequences specified in federal law and regulations. It also constitutes a presumption of a positive result. I further recognize that if I am an applicant, I will be disqualified from consideration for the conditionally-offered position. If I am an employee, I will not be permitted to perform safety-sensitive functions, and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If the school district offers me an opportunity to return to a DOT safety-sensitive function, I understand

I will be evaluated by a substance abuse professional, and will be required to submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

Date: _____

Time: _____ _____

*Signature of Employee/Applicant*

Supervisor: _____ _____

*Supervisor's Signature*

Comments: _____

_____

_____

G Employee refusal to sign *Supervisor's Initials*: _____

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## 417.00 DRUG AND ALCOHOL TESTING FOR DRIVERS

### I. PURPOSE

A. Saint Paul Public Schools (SPPS) recognizes the significant problems created by drug and alcohol use in society in general, and the public schools in particular. SPPS further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.

B. The purpose of this policy is to outline SPPS's implementation of the drug and alcohol testing that is required by federal law for all job applicants and employees whose positions require a commercial driver's license .

### II. GENERAL STATEMENT OF POLICY

A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy. SPPS also may request or require that drivers submit to drug and alcohol testing in accordance with the provisions of Board Policy 416.00 and as provided in Minn. Stat. §§ 181.950-181.957.

.

B. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, including medical cannabis, regardless of whether it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs which are not medically prescribed, including medical cannabis, regardless of whether it has been prescribed for the employee, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs which are not medically prescribed are prohibited from entering or remaining on school district property.

C. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school

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district property. Employees under the influence of alcohol are prohibited from entering or remaining on school district property.

D. Any employee who violates this section shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge.

## III. FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR DRIVERS

A. General Statement of Policy

All persons subject to commercial driver's license requirements shall be tested for alcohol, marijuana (including medical cannabis), cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B. Definitions

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.

2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.

3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.

4. "Commercial Motor Vehicle" (CMV) includes a vehicle which is designed to transport 16 or more passengers, including the driver.

5. "Designated Employer Representative" (DER) means a designated school district representative authorized to take immediate action to remove employees from safety-sensitive duties, to make required decisions in the testing and evaluation process, and to receive test results and other communications for the school district.

6. "Department of Transportation" (DOT) means United States Department of

Transportation.

7. "Driver" is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent or occasional drivers, leased drivers, and independent owner-operator contractors.

8. "Evidential Breath Testing Device" (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.

9. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district's drug testing program and for evaluating medical explanations for certain drug tests.

10. "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to

testing.

11. "Safety-sensitive functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.

12. "Screening Test Technician" (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.

13. "Stand Down" means to temporarily remove an employee from performing safety-sensitive functions after a laboratory reports a confirmed positive, an adulterated, or a substituted test result but before the MRO completes the verification process.

14. "Substance Abuse Professional" (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.

2. The school district shall provide to each driver information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem; and available methods of intervening when an alcohol or drug problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.

3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.

4. The school district shall require each driver to sign a statement certifying that he or she has received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

D. Alcohol and Controlled Substances Testing Program Manager

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.

2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.

2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.

3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.

4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.

5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until he or she undergoes a post-accident alcohol test, whichever occurs first.

6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.

7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled

substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.

8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.

9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district which prohibit the possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least twenty-four (24) hours following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04 but may take action otherwise consistent with law and policy of the school district.

G. Prescription Drugs

A driver shall inform his or her supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry.

H. Testing Requirements

1. Pre-Employment Testing

a. A driver applicant shall undergo testing for alcohol and controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the school district.

b. Tests shall be conducted only after the applicant has received a conditional offer of employment.

c. In order to be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, including medical cannabis, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.

d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.

2. Post-Accident Testing

a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.

b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.

c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.

d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.

e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.

f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.

3. Random Testing

a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.

b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.

c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made.

d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.

e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

4. Reasonable Suspicion Testing

a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty or within four (4) hours before coming on duty. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.

b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.

c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.

d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

5. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances.

6. Follow-Up Testing. When an SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.

7. Refusal to Submit and Attendant Consequences

a. A driver or driver applicant may refuse to submit to drug and alcohol testing.

b. Refusal to submit to a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of

49 U.S.C. § 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.

c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.

d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment C to this policy.

I. Testing Procedures

1. Drug Testing

a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.

b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.

c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.

d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor's failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.

e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.

f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:

(1) The donor expressly declines the opportunity to discuss the test results;

(2) The donor has not contacted the MRO within seventy-two

(72) hours of being instructed to do so by the DER; or

(3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.

b. Any test result less than 0.02 alcohol concentration is considered a "negative" test.

c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor's inability to provide a breath sample is genuine or constitutes a refusal to test.

d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.

e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the driver's or driver applicant's expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.

2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:

a. The school district has first given the employee an opportunity to

participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and

b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.

c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

The testing laboratory for controlled substances will be Concentra, Inc., 570 Asbury Street, Suite 101, Saint Paul, Minnesota, (651) 888-6540, which is a laboratory certified by the Department of Health and Human Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

All alcohol and controlled substances test results and required records of the drug and alcohol testing program are considered confidential information under federal law and private data on individuals as that phrase is defined in Minn. Stat. Ch. 13. Any information concerning the individual's test results and records shall not be released without written permission of the individual, except as provided for by regulation or law.

Consistent with federal regulations, the District must report the following information to the Commercial Driver's License Drug and Alcohol Clearinghouse: (i) a verified positive, adulterated, or substituted drug test result; (ii) an alcohol confirmation test with a concentration of 0.04 or higher; (iii) a refusal to submit to any test required by 49 CFR § 382, subpart C; (iv) the District's actual knowledge on duty alcohol use, pre-duty alcohol use, alcohol use following an accident, and controlled substance use; (v) a SAP report of the successful completion of the return-to-duty process; (vi) a negative return-to-duty test; and (vii) the District's report of completion of follow-up testing.

M. Recordkeeping Requirements and Retention of Records

1. The school district shall keep and maintain records in accordance with the federal regulations in a secure location with controlled access.

2. The required records shall be retained for the following minimum periods:

| | |
|---|---|
| Basic records | 5 years |

"Basic records" includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

| | |
|---|---|
| Information obtained from previous employers | 3 years |
| Collection records | 2 years |
| Negative and cancelled drug tests | 1 year |
| Alcohol tests with less than 0.02 concentration | 1 year |
| Education and training records | indefinite |

"Education and training records" must be maintained while the individuals perform the functions which require training and for the two (2) years after ceasing to perform those functions.

N. Training

The school district shall ensure all persons designated to supervise drivers receive training. The designated employees shall receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. The training shall include physical, behavioral, speech, and performance indicators of probable misuse of alcohol and use of controlled substances. The training will be used by the supervisors to make determinations of reasonable suspicion.

O. Consequences of Prohibited Conduct and Enforcement

1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to-duty requirements of federal DOT regulations have been completed.

2. Referral, Evaluation, and Treatment

a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.

b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.

c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.

d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.

3. Disciplinary Action

a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of Board policy 416.00 and as provided in Minn. Stat. §§ 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Board Policy 416.00.

***Legal References:*** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 43A (State Personnel Management)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
Minn. Stat. § 152.32 (Protections for Registry Program Participation)
Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
Minn. Stat. § 221.031 (Motor Carrier Rules)
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)

***Cross-References:***

| | |
|---|---|
| 304 | Records: Data Management |
| 413 | Drug-Free Workplace |
| 413.01 | Chemical Use and Abuse |
| 414 | Tobacco-Free Environment |
| 405 | Records: Personnel Records |

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**ATTACHMENTS TO**
**DRUG AND ALCOHOL TESTING POLICY**

Attachments A through C are to be used in conjunction with the drug and alcohol testing of bus drivers and driver applicants.

- Attachment A is a "Driver Acknowledgment–Drug and Alcohol Testing Policy Materials" form which should be used to document receipt of the policy and other materials by drivers and driver applicants. It is referred to in Article III., Section C., Paragraph 4. of the policy.

- Attachment B is a "Bus Driver or Driver Applicant–Authorization to Release Information" form. It is referred to in Article III., Section H., Paragraph 1. of the policy.

- Attachment C is a "Bus Driver or Driver Applicant–Refusal to Submit to Testing" form. It is referred to in Article III., Section H., Paragraph 7. of the policy.

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ATTACHMENT A

**(D R A F T)**

**[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]**

## — DRIVER ACKNOWLEDGMENT —
## DRUG AND ALCOHOL TESTING POLICY AND MATERIALS

I have received a copy of the Drug and Alcohol Testing Policy of Independent School District No. ____, _____, Minnesota and have read it in its entirety. I understand that I am subject to the provisions of Article III of the policy, entitled Drug and Alcohol Testing for Bus Drivers, because the position involves operating a commercial motor vehicle and requires a commercial driver's license.

The District's policy was provided to me:

- G Upon adoption of the policy. (employee).
- G Upon my hire. (job applicant/new employee).
- G After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug and alcohol testing. (job applicant).

I also received materials concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem; and available methods of intervening when an alcohol or drug problem is suspected.

I have been advised that the Alcohol and Controlled Substances Testing Program Manager is _____ and that any questions I may have concerning the Policy should be directed to the Program Manager.

Dated: _____ _____

*Signature of Employee/Applicant*

_____

*Typed or Printed Name*

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**(D R A F T)**

**[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]**

# — BUS DRIVER OR DRIVER APPLICANT —
# AUTHORIZATION TO RELEASE INFORMATION

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Section I. To be completed by the school district, signed by the bus driver, or driver applicant, and transmitted to the previous employer:

Employee Printed or Typed Name: _____

Employee SS or ID Number: _____

I hereby authorize release of information from my Department of Transportation regulated drug and alcohol testing records by my previous employer, listed in Section I-B, to the employer listed in Section I-A. This release is in accordance with DOT Regulation 49 CFR Part 40, Section 40.25. I understand that information to be released in Section II-A by my previous employer, is limited to the following DOT-regulated testing items:

1. Alcohol tests with a result of 0.04 or higher;
2. Verified positive drug tests;
3. Refusals to be tested;
4. Other violations of DOT agency drug and alcohol testing regulations;
5. Information obtained from previous employers of a drug and alcohol rule violation;
6. Documentation, if any, of completion of the return-to-duty process following a rule violation.

Employee Signature: _____ Date: _____

Section I-A.
School District Name: _____

Address: _____

_____

Phone #: _____ Fax #: _____

Designated Employer Representative: _____

Section I-B.

Previous Employer Name: _____

Address: _____

_____

Phone #: _____

Designated Employer Representative (if known): _____

Section II. To be completed by the previous employer and transmitted by mail or fax to the new employer:

Section II-A. In the two years prior to the date of the employee's signature (in Section I), for DOT-regulated testing:

1. Did the employee have alcohol tests with a result of 0.04 or higher? YES ____ NO ____
2. Did the employee have verified positive drug tests? YES ____ NO ____
3. Did the employee refuse to be tested? YES ____ NO ____
4. Did the employee have other violations of DOT agency drug and alcohol testing regulations? YES ____ NO ____
5. Did a previous employer report a drug and alcohol rule violation to you? YES ____ NO ____
6. If you answered "yes" to any of the above items, did the employee complete the return-to-duty process? N/A_____ YES ____ NO ____

NOTE: If you answered "yes" to item 5, you must provide the previous employer's report. If you answered "yes" to item 6, you must also transmit the appropriate return-to-duty documentation (e.g., SAP report(s), follow-up testing record).

Section II-B.

Name of person providing information in Section II-A: _____

Title: _____

Phone #: _____

Date: _____

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**(D R A F T)**

**[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]**

## — BUS DRIVER OR DRIVER APPLICANT —

## REFUSAL TO SUBMIT TO TESTING

I hereby refuse to submit to drug/alcohol testing by doing the following:

G Failing to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so;

G Failing to remain at the testing site until the testing process is complete;

G Failing to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test;

G Failing to permit the observation or monitoring of any provision of a specimen in the case of a directly observed or monitored collection in a drug test;

G Failing to provide a sufficient breath specimen or sufficient amount of urine when directed and it has been determined that there was no adequate medical explanation for the failure;

G Failing or declining to take a second test as directed;

G Failing to undergo a medical examination or evaluation, as directed by the Medical Review Officer (MRO) or the Designated Employer Representative (DER);

G Failing to cooperate with any part of the testing process (e.g., refusing to empty pockets when so directed by the collector, behaving in a confrontational way that disrupts the collection process, failing to wash hands after being directed to do so by the collector, failing to sign the certification on the form;

G Failing to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process;

G Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process;

G Admitting to the collector or MRO that the driver adulterated or substituted the specimen; or

G Having a verified adulterated or substituted test as reported by the MRO.

[An applicant who fails to appear for a preemployment test, who leaves the testing site before the preemployment testing process commences, or who does not provide a urine specimen because he or she left before it commences, is not deemed to have refused to submit to testing.]

I recognize that my refusal subjects me to the consequences specified in federal law and regulations. It also constitutes a presumption of a positive result. I further recognize that if I am an applicant, I will be disqualified from consideration for the conditionally-offered position. If I am an employee, I will not be permitted to perform safety-sensitive functions, and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If the school district offers me an opportunity to return to a DOT safety-sensitive function, I understand I will be evaluated by a substance abuse professional, and will be required to submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

Date: _____

Time: _____ _____

*Signature of Employee/Applicant*

Supervisor: _____ _____

*Supervisor's Signature*

Comments: _____

_____

_____

G Employee refusal to sign *Supervisor's Initials*: _____

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**INDEPENDENT SCHOOL DISTRICT NO. 625**
**Saint Paul, Minnesota**
**360 Colborne Street**

**Proposed Policy:**

**416.00 DRUG AND ALCOHOL TESTING FOR ALL EMPLOYEES**

**Proposed Policy Revision:**

| | |
|---|---|
| **First Reading** | **February 19, 2019** |
| **Second Reading** | **March 19, 2019** |
| **Third Reading** | **April 23, 2019** |

**COMMENTS:**

**Saint Paul Public Schools**
**360 Colborne Street**
**Saint Paul, Minnesota 55102**
**651-767-8149**

*Adopted:*_____ *Saint Paul Public Schools Policy 416.00*

*Revised:*_____

## 416 DRUG AND ALCOHOL TESTING FOR ALL EMPLOYEES

### I. PURPOSE

A. Saint Paul Public Schools (SPPS) recognizes the significant problems created by drug and alcohol use in society in general, and the public schools in particular. SPPS further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.

B. SPPS believes that a work environment free of drug and alcohol use will be not only safer, healthier, and more productive but also more conducive to effective learning. Therefore, to provide such an environment, the purpose of this policy is to provide authority so that SPPS may require all employees to submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950-181.957.

### II. GENERAL STATEMENT OF POLICY

A. The school district may request or require that any SPPS employee, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950-181.957. Employees and applicants whose positions require a commercial driver's license will be tested in accordance with federal law and Board Policy 417.00.

B. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, including medical cannabis, regardless of whether it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs which are not medically prescribed, including medical cannabis, regardless of whether it has been prescribed for the employee, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs which are not medically prescribed are prohibited from entering or remaining on school district property.

C. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol are prohibited from

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entering or remaining on school district property.

D. Any employee who violates this section shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge.

## III. DRUG AND ALCOHOL TESTING FOR ALL EMPLOYEES

The school district may request or require drug and alcohol testing for other school district personnel, i.e., employees who are not school bus drivers or other drivers of CMVs who are subject to federally mandated testing. The school district does not have a legal duty to request or require any employee or job applicant to undergo drug and alcohol testing as authorized in Board policy, except for school bus drivers and other drivers of CMVs who are subject to federally mandated testing. (See Board Policy 417.00.) If a driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Board Policy 416.00 will be applicable to such testing.

A. Circumstances Under Which Drug or Alcohol Testing May Be Requested or Required:

1. General Limitations

a. The school district will not request or require an employee whose position does not require a commercial driver's license to undergo drug or alcohol testing, unless the testing is done pursuant to this drug and alcohol testing policy; and is conducted by a testing laboratory which participates in one of the programs listed in Minn. Stat. § 181.953, Subd. 1.

b. The school district will not request or require an employee whose position does not require a commercial driver's license to undergo drug and alcohol testing on an arbitrary and capricious basis.

2. Reasonable Suspicion Testing

The school district may request or require any employee to undergo drug and alcohol testing if the school district has a reasonable suspicion that the employee:

a. is under the influence of drugs or alcohol;

b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;

c. has sustained a personal injury, as that term is defined in Minn. Stat. § 176.011, Subd. 16, or has caused another employee to sustain a personal injury; or

d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

3. Treatment Program Testing

Testing may be required as part of an employee's participation in any chemical dependency treatment under an employee benefit plan, or any chemical dependency treatment to which an employee has been referred by the District.

B. No Legal Duty to Test

The school district does not have a legal duty to request or require any employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing.

C. Definitions

1. "Drug" means a controlled substance as defined in Minnesota Statute 152.01, subd. 4.

2. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" mean analysis of a body component sample according to the standards established under one of the programs listed in Minn. Stat. § 181.953, Subd. 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.

3. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by Board Policy 417.00.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by this Policy and the drivers shall fall within this definition of "other employees."

5. "Positive test result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold

detection levels contained in the standards of one of the programs listed in Minn. Stat. § 181.953, Subd. 1.

6. "Reasonable suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

D. Right of Other Employee to Refuse Drug and Alcohol Testing and Consequences of Such Refusal

1. Right of Other Employee to Refuse Drug and Alcohol Testing

Any employee whose position does not require a commercial driver's license has the right to refuse drug and alcohol testing subject to the provisions contained in Paragraph~~s~~ 2. ~~and 3.~~ of this Section D.

2. Consequences of an Employee's Refusal to Undergo Drug and Alcohol Testing

Any employee in a position that does not require a commercial driver's license who refuses to undergo drug and alcohol testing in the circumstances set out in the Reasonable Suspicion Testing and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and including immediate discharge.

E. Reliability and Fairness Safeguards

1. Pretest Notice

Before requesting an employee whose position does not require a commercial driver's license to undergo drug or alcohol testing, the school district shall provide the employee with a Pretest Notice in the form of Attachment 1 to this policy on which to acknowledge that the employee has received the school district's drug and alcohol testing policy.

2. Notice of Test Results

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing an employee who has undergone drug or alcohol testing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.

3. Notice of and Right to Test Result Report

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee

who has undergone drug or alcohol testing of the employee's right to request and receive from the school district a copy of the test result report on any drug or alcohol test.

4. Notice of and Right to Explain Positive Test Result

   a. If an employee has a positive test result on a confirmatory test, the school district shall, within three (3) working days, provide him or her with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information.

   b. The school district may request that the employee indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.

   c. The employee may present verification of enrollment in the medical cannabis patient registry as part of the employee's explanation.

   d. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

   a. If an employee has a positive test result on a confirmatory test, the school district shall, within three (3) working days, provide him or her with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.

   b. An employee may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minn. Stat. § 181.953, Subd. 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original

confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee~~-~~.

6. If an employee whose position does not require a commercial driver's license has a positive test result on a confirmatory test, the school district, at the time of providing notice of the test results, shall also provide written notice to inform him or her of other rights provided under Section~~s~~ F. ~~or G.,~~ below~~, whichever is applicable~~.

Attachments 2 and 3 to this policy provide the Notices described in Paragraphs 2. through 6. of this Section E.

F. Discharge and Discipline of Employees Whose Positions Do Not Require a Commercial Driver's License

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:

   a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and

   b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same

rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.

6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.

7. An employee must be given access to information in his or her personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

H. Chain-of-Custody Procedures

The school district has established its own reliable chain-of-custody procedures to ensure proper record keeping, handling, labeling, and identification of the samples to be tested. The procedures require the following:

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;

2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;

3. A sample must be accompanied by a written chain-of-custody record; and

4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

A laboratory may only disclose to the school district test result data regarding the presence or absence of drugs, alcohol or their metabolites in a sample tested.

2. Confidentiality Limitations

With respect to employees, test result reports and other information acquired in the drug or alcohol testing process are private data on individuals as that phrase is defined in Minn. Stat. Ch. 13, and may not be disclosed by the school district or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee tested.

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding Paragraphs 1. and 2., evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minn. Stat. Ch. 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege

Positive test results from the school district drug or alcohol testing program may not be used as evidence in a criminal action against the employee tested.

J. Notice of Testing Policy to Affected Employees

The school district shall provide written notice of this drug and alcohol testing policy to all affected employees upon adoption of the policy and to a previously non-affected employee upon transfer to an affected position under the policy. ~~Affected employees will acknowledge receipt of this written notice in the form of Attachment 4 to this policy~~.

## V. POSTING

The school district shall post notice in an appropriate and conspicuous location on its premises that it has adopted a drug and alcohol testing policy and that copies of the policy are available for inspection during regular business hours by its employees in its personnel office or other suitable locations.

## VI. COLLECTIVE BARGAINING AGREEMENTS/ APPEAL PROCEDURES

This Policy shall be interpreted and applied consistent with any applicable labor agreement, and in the event of a conflict, the labor agreement shall supersede this Policy. Employees covered by labor agreements may appeal employment actions taken under this Policy under the applicable labor agreement.

***Legal References:***

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 43A (State Personnel Management)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
Minn. Stat. § 152.32 (Protections for Registry Program Participation)
Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
Minn. Stat. § 221.031 (Motor Carrier Rules)
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)

***Cross-References:***

| | |
|---|---|
| 304 | Records: Data Management |
| 413 | Drug-Free Workplace |
| 413.01 | Chemical Use and Abuse |
| 414 | Tobacco-Free Environment |
| 405 | Records: Personnel Records |

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**ATTACHMENTS TO**
**DRUG AND ALCOHOL TESTING POLICY**

Attachments 1 through 3 are to be used in conjunction with drug and alcohol testing of non-bus drivers and applicants.

- Attachment 1 is a "Pretest Notice" that must be provided to non-school bus driver employees or job applicants before requesting that the employee or job applicant undergo drug or alcohol testing. It is referred to in Article IV., Section E., Paragraph 1. of the policy.

- Attachment 2 is a "Notice of Test Results and Various Rights" which should be used by the District when notifying non-school bus driver employees or job applicants of test results and other rights. It is referred to in Article IV., Section E., Paragraph 6. of the policy.

- Attachment 3 is an "Explanation of Positive Test Result" form which should be used by the school district to request that the employee or job applicant submit information to the school district relevant to the reliability of, or explanation for, a positive test result. It is referred to in Article IV., Section E., Paragraph 4. of the policy.

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ATTACHMENT 1

**(D R A F T)**

**[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]**

## — PRETEST NOTICE —

I the undersigned employee/job applicant of Independent School District No. ____, _____, Minnesota ("School District") do hereby acknowledge that I have been provided a copy of the School District's Drug and Alcohol Testing Policy.

Date: _____ _____

*Signature of Employee/Job Applicant*

_____

*Typed or Printed Name*

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**(D R A F T)**

**[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]**

[Employee Name]
[Employee Address]

**RE: Drug and/or Alcohol Test**
**[Date of Testing]**

# NOTICE OF TEST RESULTS AND VARIOUS RIGHTS

*Test Results*:

Independent School District No. ___, _____, Minnesota has received the test result report from the testing laboratory:

G Your initial screening test result was negative.

G Your confirmatory test result was negative.

G Your confirmatory test result was positive.

*Test Result Report*:

You have the right to request and receive from the school district a copy of the test result on any drug or alcohol test.

*Right to Explain Positive Test Result*:

In the case of a positive test result on a confirmatory test, you have the right to explain the results. You may, within three (3) working days after notice of a positive test result on a confirmatory test, submit information to the school district, in addition to any information

already submitted, to explain that result. Attached to this Notice is a document entitled "Explanation of Positive Test Result" for this purpose.

*Right to Request Confirmatory Retests*:

In the case of a positive test result on a confirmatory test, you have the right to request a confirmatory retest of the original sample at your own expense.

Within five (5) working days after notice of the confirmatory test result, you must notify the school district in writing of your intention to obtain a confirmatory retest.

Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that you have requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minn. Stat. § 181.953, Subd. 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against you.

*Other Rights*:

In the case of a positive test result on a confirmatory test, you may have other rights provided under the sections detailed below.

A. Employee Discharge and Discipline

1. The school district may not discharge, discipline, discriminate against, request or require rehabilitation of an employee whose position does not require a commercial driver's license on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

2. The school district may not discharge an employee whose position does not require a commercial driver's license for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol

test requested by the school district, unless the following conditions have been met:

a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency; and

b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

3. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

4. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire.

5. An employee must be given access to information in the employee's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

B. Withdrawal of Applicant's Job Offer

If a job applicant for a position that does not require a commercial driver's license has received a job offer made contingent on the applicant passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an

initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

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ATTACHMENT 3

**(D R A F T)**

**[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]**

# EXPLANATION OF POSITIVE TEST RESULT

I the undersigned employee/job applicant of Independent School District No. _____, _____, Minnesota acknowledge receipt of a Notice of Test Results and Various Rights. This includes my right to explain the positive test result on a confirmatory test.

I am currently taking or have recently taken:

G no over-the-counter or prescription medications; or

G the following over-the-counter or prescription medications:

_____

_____

I also offer the following information relevant to the reliability of, or explanation for, a positive test result:

_____

_____

_____

Date: _____ _____

*Signature of Employee/Job Applicant*

_____

*Typed or Printed Name*

# 416 DRUG AND ALCOHOL TESTING FOR ALL EMPLOYEES

## I. PURPOSE

A. Saint Paul Public Schools (SPPS) recognizes the significant problems created by drug and alcohol use in society in general, and the public schools in particular. SPPS further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.

B. SPPS believes that a work environment free of drug and alcohol use will be not only safer, healthier, and more productive but also more conducive to effective learning. Therefore, to provide such an environment, the purpose of this policy is to provide authority so that SPPS may require all employees to submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950-181.957.

## II. GENERAL STATEMENT OF POLICY

A. The school district may request or require that any SPPS employee, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950-181.957. Employees and applicants whose positions require a commercial driver's license will be tested in accordance with federal law and Board Policy 417.00.

B. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, including medical cannabis, regardless of whether it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs which are not medically prescribed, including medical cannabis, regardless of whether it has been prescribed for the employee, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs which are not medically prescribed are prohibited from entering or remaining on school district property.

C. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol are prohibited from

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entering or remaining on school district property.

D. Any employee who violates this section shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge.

## III. DRUG AND ALCOHOL TESTING FOR ALL EMPLOYEES

The school district may request or require drug and alcohol testing for other school district personnel, i.e., employees who are not school bus drivers or other drivers of CMVs who are subject to federally mandated testing. The school district does not have a legal duty to request or require any employee or job applicant to undergo drug and alcohol testing as authorized in Board policy, except for school bus drivers and other drivers of CMVs who are subject to federally mandated testing. (See Board Policy 417.00.) If a driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Board Policy 416.00 will be applicable to such testing.

A. Circumstances Under Which Drug or Alcohol Testing May Be Requested or Required:

1. General Limitations

a. The school district will not request or require an employee whose position does not require a commercial driver's license to undergo drug or alcohol testing, unless the testing is done pursuant to this drug and alcohol testing policy; and is conducted by a testing laboratory which participates in one of the programs listed in Minn. Stat. § 181.953, Subd. 1.

b. The school district will not request or require an employee whose position does not require a commercial driver's license to undergo drug and alcohol testing on an arbitrary and capricious basis.

2. Reasonable Suspicion Testing

The school district may request or require any employee to undergo drug and alcohol testing if the school district has a reasonable suspicion that the employee:

a. is under the influence of drugs or alcohol;

b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;

c. has sustained a personal injury, as that term is defined in Minn. Stat. § 176.011, Subd. 16, or has caused another employee to sustain a personal injury; or

d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

3. Treatment Program Testing

Testing may be required as part of an employee's participation in any chemical dependency treatment under an employee benefit plan, or any chemical dependency treatment to which an employee has been referred by the District.

B. No Legal Duty to Test

The school district does not have a legal duty to request or require any employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing.

C. Definitions

1. "Drug" means a controlled substance as defined in Minnesota Statute 152.01, subd. 4.

2. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" mean analysis of a body component sample according to the standards established under one of the programs listed in Minn. Stat. § 181.953, Subd. 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.

3. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by Board Policy 417.00.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by this Policy and the drivers shall fall within this definition of "other employees."

5. "Positive test result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold

detection levels contained in the standards of one of the programs listed in Minn. Stat. § 181.953, Subd. 1.

6. "Reasonable suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

D. Right of Other Employee to Refuse Drug and Alcohol Testing and Consequences of Such Refusal

1. Right of Other Employee to Refuse Drug and Alcohol Testing

Any employee whose position does not require a commercial driver's license has the right to refuse drug and alcohol testing subject to the provisions contained in Paragraph 2. of this Section D.

2. Consequences of an Employee's Refusal to Undergo Drug and Alcohol Testing

Any employee in a position that does not require a commercial driver's license who refuses to undergo drug and alcohol testing in the circumstances set out in the Reasonable Suspicion Testing and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and including immediate discharge.

E. Reliability and Fairness Safeguards

1. Pretest Notice

Before requesting an employee whose position does not require a commercial driver's license to undergo drug or alcohol testing, the school district shall provide the employee with a Pretest Notice in the form of Attachment 1 to this policy on which to acknowledge that the employee has received the school district's drug and alcohol testing policy.

2. Notice of Test Results

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing an employee who has undergone drug or alcohol testing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.

3. Notice of and Right to Test Result Report

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee

who has undergone drug or alcohol testing of the employee's right to request and receive from the school district a copy of the test result report on any drug or alcohol test.

4. Notice of and Right to Explain Positive Test Result

   a. If an employee has a positive test result on a confirmatory test, the school district shall, within three (3) working days, provide him or her with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information.

   b. The school district may request that the employee indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.

   c. The employee may present verification of enrollment in the medical cannabis patient registry as part of the employee's explanation.

   d. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

   a. If an employee has a positive test result on a confirmatory test, the school district shall, within three (3) working days, provide him or her with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.

   b. An employee may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minn. Stat. § 181.953, Subd. 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original

confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee.

6. If an employee whose position does not require a commercial driver's license has a positive test result on a confirmatory test, the school district, at the time of providing notice of the test results, shall also provide written notice to inform him or her of other rights provided under Section F. below.

Attachments 2 and 3 to this policy provide the Notices described in Paragraphs 2. through 6. of this Section E.

F. Discharge and Discipline of Employees Whose Positions Do Not Require a Commercial Driver's License

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:

a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and

b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested,

the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.

6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.

7. An employee must be given access to information in his or her personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

H. Chain-of-Custody Procedures

The school district has established its own reliable chain-of-custody procedures to ensure proper record keeping, handling, labeling, and identification of the samples to be tested. The procedures require the following:

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;

2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;

3. A sample must be accompanied by a written chain-of-custody record; and

4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

A laboratory may only disclose to the school district test result data regarding the presence or absence of drugs, alcohol or their metabolites in a sample tested.

2. Confidentiality Limitations

With respect to employees, test result reports and other information acquired in the drug or alcohol testing process are private data on individuals as that phrase is defined in Minn. Stat. Ch. 13, and may not be disclosed by the school district or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee tested.

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding Paragraphs 1. and 2., evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minn. Stat. Ch. 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege

Positive test results from the school district drug or alcohol testing program may not be used as evidence in a criminal action against the employee tested.

J. Notice of Testing Policy to Affected Employees

The school district shall provide written notice of this drug and alcohol testing policy to all affected employees upon adoption of the policy and to a previously non-affected employee upon transfer to an affected position under the policy. .

## V. POSTING

The school district shall post notice in an appropriate and conspicuous location on its

premises that it has adopted a drug and alcohol testing policy and that copies of the policy are available for inspection during regular business hours by its employees in its personnel office or other suitable locations.

## VI. COLLECTIVE BARGAINING AGREEMENTS/ APPEAL PROCEDURES

This Policy shall be interpreted and applied consistent with any applicable labor agreement, and in the event of a conflict, the labor agreement shall supersede this Policy. Employees covered by labor agreements may appeal employment actions taken under this Policy under the applicable labor agreement.

***Legal References:***
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 43A (State Personnel Management)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
Minn. Stat. § 152.32 (Protections for Registry Program Participation)
Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
Minn. Stat. § 221.031 (Motor Carrier Rules)
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)

***Cross-References:***

| | |
|---|---|
| 304 | Records: Data Management |
| 413 | Drug-Free Workplace |
| 413.01 | Chemical Use and Abuse |
| 414 | Tobacco-Free Environment |
| 405 | Records: Personnel Records |

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**ATTACHMENTS TO**
**DRUG AND ALCOHOL TESTING POLICY**

Attachments 1 through 3 are to be used in conjunction with drug and alcohol testing of non-bus drivers and applicants.

- Attachment 1 is a "Pretest Notice" that must be provided to non-school bus driver employees or job applicants before requesting that the employee or job applicant undergo drug or alcohol testing. It is referred to in Article IV., Section E., Paragraph 1. of the policy.

- Attachment 2 is a "Notice of Test Results and Various Rights" which should be used by the District when notifying non-school bus driver employees or job applicants of test results and other rights. It is referred to in Article IV., Section E., Paragraph 6. of the policy.

- Attachment 3 is an "Explanation of Positive Test Result" form which should be used by the school district to request that the employee or job applicant submit information to the school district relevant to the reliability of, or explanation for, a positive test result. It is referred to in Article IV., Section E., Paragraph 4. of the policy.

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ATTACHMENT 1

**(D R A F T)**

**[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]**

## — PRETEST NOTICE —

I the undersigned employee/job applicant of Independent School District No. ____, _____, Minnesota ("School District") do hereby acknowledge that I have been provided a copy of the School District's Drug and Alcohol Testing Policy.

Date: _____ _____

*Signature of Employee/Job Applicant*

_____

*Typed or Printed Name*

DRAFT

**(D R A F T)**

**[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]**

[Employee Name]
[Employee Address]

**RE: Drug and/or Alcohol Test**
**[Date of Testing]**

# NOTICE OF TEST RESULTS AND VARIOUS RIGHTS

*Test Results*:

Independent School District No. ___, _____, Minnesota has received the test result report from the testing laboratory:

G Your initial screening test result was negative.

G Your confirmatory test result was negative.

G Your confirmatory test result was positive.

*Test Result Report*:

You have the right to request and receive from the school district a copy of the test result on any drug or alcohol test.

*Right to Explain Positive Test Result*:

In the case of a positive test result on a confirmatory test, you have the right to explain the results. You may, within three (3) working days after notice of a positive test result on a confirmatory test, submit information to the school district, in addition to any information

already submitted, to explain that result. Attached to this Notice is a document entitled "Explanation of Positive Test Result" for this purpose.

*Right to Request Confirmatory Retests*:

In the case of a positive test result on a confirmatory test, you have the right to request a confirmatory retest of the original sample at your own expense.

Within five (5) working days after notice of the confirmatory test result, you must notify the school district in writing of your intention to obtain a confirmatory retest.

Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that you have requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minn. Stat. § 181.953, Subd. 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against you.

*Other Rights*:

In the case of a positive test result on a confirmatory test, you may have other rights provided under the sections detailed below.

A. Employee Discharge and Discipline

1. The school district may not discharge, discipline, discriminate against, request or require rehabilitation of an employee whose position does not require a commercial driver's license on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

2. The school district may not discharge an employee whose position does not require a commercial driver's license for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol

test requested by the school district, unless the following conditions have been met:

a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency; and

b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

3. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

4. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire.

5. An employee must be given access to information in the employee's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

B. Withdrawal of Applicant's Job Offer

If a job applicant for a position that does not require a commercial driver's license has received a job offer made contingent on the applicant passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an

initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

DRAFT

ATTACHMENT 3

**(D R A F T)**

**[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]**

# EXPLANATION OF POSITIVE TEST RESULT

I the undersigned employee/job applicant of Independent School District No. _____, _____, Minnesota acknowledge receipt of a Notice of Test Results and Various Rights. This includes my right to explain the positive test result on a confirmatory test.

I am currently taking or have recently taken:

G no over-the-counter or prescription medications; or

G the following over-the-counter or prescription medications:

_____

_____

I also offer the following information relevant to the reliability of, or explanation for, a positive test result:

_____

_____

_____

Date: _____ _____

*Signature of Employee/Job Applicant*

_____

*Typed or Printed Name*

DRAFT

**INDEPENDENT SCHOOL DISTRICT NO. 625**
**Saint Paul, Minnesota**
**360 Colborne Street**

**Proposed Policy:**

**Proposed Policy Revision:**

**516.00 MEDICATIONS/MEDICAL PROCEDURES**

| | |
|---|---|
| **First Reading** | **February 19, 2019** |
| **Second Reading** | **March 19, 2019** |
| **Third Reading** | **April 23, 2019** |

**COMMENTS:**

**Saint Paul Public Schools**
**360 Colborne Street**
**Saint Paul, Minnesota 55102**
**651-767-8149**

## 516.00 STUDENTS: MEDICATIONS/ MEDICAL PROCEDURES

PURPOSE

In order to remove health related barriers to learning, students may require medication and medical procedures that allow students access to education. Individual plans, including individual health plans, emergency care plans, Section 504 plans, and individualized education plans (IEPs) guide the care of students with health conditions and disabilities.

1. The following provisions shall be followed when administering medications or medical procedures to students at school.
2. Medications and medical procedures that must be administered during the school day in order for a student to attend school shall be administered by the school nurse or by a designee of the school administrator whom
   the school nurse has trained and delegated the function of medication administration or provision of medical procedures.
3. The parent or guardian will supply the medications to school in the original, labeled container. The nurse or designee will administer the medication according to the label.
4. The parent or guardian will notify the school nurse or designee when medication must be administered during the school day.
   a. For medication needed at school for a period of two weeks or longer, a written order signed by a prescribing health professional and the custodial parent or guardian is required. Such orders shall be renewed annually and whenever medication, dosage, or administration changes.
   b. For medication needed at school for a period of less than two weeks, a written request for administration signed by the custodial parent or guardian is required.
5. Medications that must be administered during an overnight field trip or outside of the school day must be in the original, labeled container with a written request from a custodial parent or guardian.
6. A student may be allowed to self-administer and/or self-carry medication upon written recommendation of the prescribing health professional and custodial parent or guardian and consultation of the school nurse.
7. A secondary student may possess and use nonprescription pain relief medication in a manner consistent with the labeling if the school nurse has received a written authorization from the custodial parent or guardian permitting the student to self-administer and self-carry the medication. Such authorizations must be renewed annually. A student's privilege to possess and use nonprescription pain relievers may be revoked if it is determined the student is abusing the privilege.
8. Medications and medical procedures that can be administered to the student appropriately before or after school will be the responsibility of the parent(s) or guardian.
9. Controlled substances prescribed to students must always be kept in a locked cabinet and shall never be carried by a student or self- administered.
10. Emergency medication will be provided to students when provided by the family and ordered by the student's health care provider, as part of the student's Emergency Care Plan. Emergency medication may also be made

available to students for specific conditions following a protocol developed with a medical director or advanced practice registered nurse.

**LEGAL REFERENCES:**

Minn. Stats. §§ 121A.22 to 121A.222

**CROSS REFERENCES:**

**Minnesota Guidelines for Medication Administration in Schools**
Revised June 2015, Division of Community and Family Health, Minnesota Department of Health.
Written in collaboration with:
Minnesota Board of Nursing
Minnesota Department of Education
Minnesota Department of Human Services

**Student Health and Wellness documents**
Components of Asthma Management in the School
Components of Diabetes Management in the School
Components of Anaphylaxis Management in the School
Components of ADHD Management in the School (Tara and Jennifer are updating)
Authorization for the Administration of Medication/Treatment H-25
Authorization for the Administration of Medication/Treatment Asthma, Ananphylaxis, Diabetes, Seizure H-25 AADS
Self Carry/Self Administer Medication Agreement H-76

## 516.00 STUDENTS: MEDICATIONS/ MEDICAL PROCEDURES

PURPOSE
In order to remove health related barriers to learning, students may require medication and medical procedures that allow students access to education. Individual plans, including individual health plans, emergency care plans, Section 504 plans, and individualized education plans (IEPs) guide the care of students with health conditions and disabilities.

1. The following provisions shall be followed when administering medications or medical procedures to students at school.
2. Medications and medical procedures that must be administered during the school day in order for a student to attend school shall be administered by the school nurse or by a designee of the school administrator ~~of the principal~~ whom the school nurse has trained and delegated the function of medication administration or provision of medical procedures.
3. The parent or guardian will supply the medications ~~Medications must be supplied by the parent or guardian and brought~~ to school in the original, labeled container. The nurse or designee will administer the medication according to the label.
4. The parent or guardian will notify the school nurse or designee ~~schoolnurse shallbe notified in writing by the parent or guardian~~ when medication must be administered during the school day.
    a. For medication ~~prescribed~~ needed at school for a period of two weeks or longer, a written order signed by a prescribing health professional and the custodial parent or guardian is required. Such orders shall be renewed annually and whenever medication, dosage, or administration changes.
    b. For medication ~~prescribed~~ needed at school for a period of less than two weeks, a written request for administration signed by the custodial parent or guardian is required.
5. Medications that must be administered during an overnight field trip or outside of the school day must be in the original, labeled container with a written request from a custodial parent or guardian.
6. A student may be allowed to self-administer and/or self-carry medication ~~Upon~~ upon written recommendation of the prescribing health professional and custodial parent or guardian and consultation of the school nurse., ~~a student may be allowed to self-administer and/or self-carry medication.~~
7. A secondary student may possess and use nonprescription pain relief medication in a manner consistent with the labeling if the school nurse has received a written authorization from the custodial parent or guardian permitting the student to self-administer and self-carry the medication. Such authorizations must be renewed annually. A student's privilege to possess and use nonprescription pain relievers may be revoked if it is determined the student is abusing the privilege.
8. Medications and medical procedures that can be administered to the student appropriately before or after school will be the responsibility of the parent(s) or guardian.

9. Controlled substances prescribed to students must always be kept in a locked cabinet and shall never be carried by a student or self- administered.
10. Emergency medication will be provided to students when provided by the family and ordered by the student's health care provider, as part of the student's Emergency Care Plan. Emergency medication may also be made available to students for specific conditions following a protocol developed with a medical director or advanced practice registered nurse.

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Minnesota Department of Human Services

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Self Carry/Self Administer Medication Agreement H-76

**INDEPENDENT SCHOOL DISTRICT NO. 625**
**Saint Paul, Minnesota**
**360 Colborne Street**

**Proposed Policy:**

_____

_____

**Proposed Policy Revision:**

**713.00 EQUAL OPPORTUNITY PROCUREMENT**

**First Reading** **April 23, 2019**

**Second Reading** _____

**Third Reading** _____

**COMMENTS:**

**Saint Paul Public Schools**
**360 Colborne Street**
**Saint Paul, Minnesota 55102**
**651-767-8149**

Adopted: 9/4/1973 Saint Paul Public Schools Policy 713.00
Revised: 5/19/1987; 5/16/1995; 6/17/2008, [INSERT DATE]

**713.00 EQUAL OPPORTUNITY PROCUREMENT**

1. The District shall maintain a centralized purchasing department with sound accounting procedures.
2. The District shall seek business and/or bids from all eligible vendors and consultants, regardless of race, creed, sex, marital status, national origin, age, color, religion, ancestry, status with regard to public assistance, sexual or affectional orientation, familial status or disability.
3. The District's Purchasing Department shall endeavor to procure from local small ~~and protected class~~ businesses.
4. The District shall maintain a race and gender-neutral small business enterprise (SBE) and micro-SBE program for contracting with local small businesses. The Program will: (1) apply to all construction projects awarded in accordance with Minn. Stat. § 471.345 and Minn. Stat. § 123B.52 (2) maintain the same annual aspirational goals of 10% to qualified SBEs and 15% to qualified micro-SBEs, for an overall aspirational goal of 25%, on all District construction projects, (3) be evaluated annually to determine whether the annual aspirational goals should be adjusted, and (4) authorize the District to establish contract specific goals for individual construction projects and specify certain construction projects to be procured without SBE or micro-SBE participation goals.
5. The District shall collect and maintain data from all eligible vendors or consultants doing business with the District relating to such vendor or consultant's race, gender, veteran's status, and geographic location of such vendor or consultant's principal executive offices. If vendors or consultants doing business with the District are business entities, including but not limited to partnerships, limited liability companies, or corporations, then the District shall collect and maintain data relating to the race, gender, and veteran's status of the person(s) with the majority and controlling interest in the business entity, as well as, the geographic location of the business entity's principal place of business. The data collected and maintained under this policy shall be maintained in a disaggregated form to allow for public transparency and reporting of the District's spending by race, gender, veteran's status, and geographic location.

**PURCHASING PRACTICE**

1. The Purchasing Department shall perform the administrative functions necessary to the procurement of goods and services for the Board of Education and maintain accurate records of all transactions for audit purposes.
2. The Board of Education shall award all contracts which exceed the dollar limit specified in Minn. Stat. § 471.345 (Uniform Municipal Contracting Law) requiring solicitation by public notice, while awards under that amount shall be made by the Chief Business Officer of the District or his/her designee.

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3. Any purchase or lease of goods and/or services for the District shall be made in accordance with Minn. Stat. § 471.345, Uniform Municipal Contracting Law, and Minn. Stat. § 123B.52, Independent School District, Contracts.
4. The Request for Payment form shall be used to pay the following claims:
    - For purchase of recurrent goods and services that have an established price.
    - For self-generated expenses, rent, etc.
    - For purchases which are made by administrators for the District within dollar limits as defined in the Business Affairs Procedure Manual.
        - For selected purchases that require agreement between the Chief Business Officer or his/her designee and the appropriate budget director or his/her designee prior to the purchase. When feasible, the pay voucher shall show at least two quotations or shall be identified as the only known source of supply. Date and names of agreeing parties shall be shown on the pay voucher.
        - For purchases of books registered under the copyright laws, there shall be no specified dollar limit, but such purchases shall be approved prior to payment by the Chief Business Officer or his/her designee and identified by reference to the proper enabling statute.
        - For payment of emergency repairs, equipment, or services without reference to dollar limits as provided for by state statutes. Paying documents for emergency repairs shall bear the signature of the Superintendent or his/her designee and reference the resolution of the Board ratifying the Superintendent's or designee's action.

LEGAL REFERENCES: Minn. Stat. § 471.345 (Uniform Municipal Contracting Law) Minn. Stat. § 123B.52

CROSS REFERENCES: 102.00, Equal Opportunity/Non-Discrimination 607.00, Textbooks and Instructional Materials 713.01, Sweatshop Free Purchasing Policy

DRAFT

Adopted: 9/4/1973 Saint Paul Public Schools Policy 713.00
Revised: 5/19/1987; 5/16/1995; 6/17/2008, [INSERT DATE]

**713.00 EQUAL OPPORTUNITY PROCUREMENT**

1. The District shall maintain a centralized purchasing department with sound accounting procedures.
2. The District shall seek business and/or bids from all eligible vendors and consultants, regardless of race, creed, sex, marital status, national origin, age, color, religion, ancestry, status with regard to public assistance, sexual or affectional orientation, familial status or disability.
3. The District's Purchasing Department shall endeavor to procure from local small businesses.
4. The District shall maintain a race and gender-neutral small business enterprise (SBE) and micro-SBE program for contracting with local small businesses. The Program will: (1) apply to all construction projects awarded in accordance with Minn. Stat. § 471.345 and Minn. Stat. § 123B.52 (2) maintain the same annual aspirational goals of 10% to qualified SBEs and 15% to qualified micro-SBEs, for an overall aspirational goal of 25%, on all District construction projects, (3) be evaluated annually to determine whether the annual aspirational goals should be adjusted, and (4) authorize the District to establish contract specific goals for individual construction projects and specify certain construction projects to be procured without SBE or micro-SBE participation goals.
5. The District shall collect and maintain data from all eligible vendors or consultants doing business with the District relating to such vendor or consultant's race, gender, veteran's status, and geographic location of such vendor or consultant's principal executive offices. If vendors or consultants doing business with the District are business entities, including but not limited to partnerships, limited liability companies, or corporations, then the District shall collect and maintain data relating to the race, gender, and veteran's status of the person(s) with the majority and controlling interest in the business entity, as well as, the geographic location of the business entity's principal place of business. The data collected and maintained under this policy shall be maintained in a disaggregated form to allow for public transparency and reporting of the District's spending by race, gender, veteran's status, and geographic location.

**PURCHASING PRACTICE**

1. The Purchasing Department shall perform the administrative functions necessary to the procurement of goods and services for the Board of Education and maintain accurate records of all transactions for audit purposes.
2. The Board of Education shall award all contracts which exceed the dollar limit specified in Minn. Stat. § 471.345 (Uniform Municipal Contracting Law) requiring solicitation by public notice, while awards under that amount shall be made by the Chief Business Officer of the District or his/her designee.

DRAFT

3. Any purchase or lease of goods and/or services for the District shall be made in accordance with Minn. Stat. § 471.345, Uniform Municipal Contracting Law, and Minn. Stat. § 123B.52, Independent School District, Contracts.
4. The Request for Payment form shall be used to pay the following claims:
    - For purchase of recurrent goods and services that have an established price.
    - For self-generated expenses, rent, etc.
    - For purchases which are made by administrators for the District within dollar limits as defined in the Business Affairs Procedure Manual.
        - For selected purchases that require agreement between the Chief Business Officer or his/her designee and the appropriate budget director or his/her designee prior to the purchase. When feasible, the pay voucher shall show at least two quotations or shall be identified as the only known source of supply. Date and names of agreeing parties shall be shown on the pay voucher.
        - For purchases of books registered under the copyright laws, there shall be no specified dollar limit, but such purchases shall be approved prior to payment by the Chief Business Officer or his/her designee and identified by reference to the proper enabling statute.
        - For payment of emergency repairs, equipment, or services without reference to dollar limits as provided for by state statutes. Paying documents for emergency repairs shall bear the signature of the Superintendent or his/her designee and reference the resolution of the Board ratifying the Superintendent's or designee's action.

LEGAL REFERENCES: Minn. Stat. § 471.345 (Uniform Municipal Contracting Law) Minn. Stat. § 123B.52

CROSS REFERENCES: 102.00, Equal Opportunity/Non-Discrimination 607.00, Textbooks and Instructional Materials 713.01, Sweatshop Free Purchasing Policy

DRAFT

**INDEPENDENT SCHOOL DISTRICT NO. 625**
**Saint Paul, Minnesota**
**360 Colborne Street**

**Proposed Policy:**

**Proposed Policy Revision:**

**415.00 DISCRIMINATION, HARASSMENT, VIOLENCE, AND RETALIATION POLICY**

**First Reading** April 23, 2019

**Second Reading** _____

**Third Reading** _____

**COMMENTS:**

**Saint Paul Public Schools**
**360 Colborne Street**
**Saint Paul, Minnesota 55102**
**651-767-8149**

# 415.00 DISCRIMINATION, HARASSMENT, VIOLENCE, AND RETALIATION POLICY

## I. PURPOSE

Saint Paul Public Schools ("the District") believes in the dignity of its students, staff, and all other District personnel. To that end, the District strives to maintain a learning and working environment that is free from discrimination, harassment or violence on the basis of race, color, national origin, creed, religion, marital status, familial status, sex, sexual or affectional orientation, gender identity and expression, status with respect to public assistance, age, disability, membership or activity in a local commission as defined by Minn. Stat. § 363A.03. The District also strives to maintain a learning and working environment that is free from retaliation. The District will act to investigate all complaints of violations of this policy. In responding to violations of this policy, the District will take appropriate and proportional action to protect all victims, deter similar future behavior, and accomplish the District's core mission to educate and promote growth.

## II. GENERAL STATEMENT OF POLICY[JJ1]

A. This policy applies to students, teachers, administrators, and all other District personnel.

B. The policy of the District is to maintain a learning and working environment that is free from discrimination, harassment, or violence on the basis of race, color, national origin, creed, religion, marital status, familial status, sex, sexual or affectional orientation, gender identity and expression, status with respect to public assistance, age, disability, membership or activity in a local commission as defined by Minn. Stat. § 363A.03. The District prohibits any form of discrimination, harassment, or violence on the basis of race, color, national origin, creed, religion, marital status, familial status, sex, sexual or affectional orientation, gender identity and expression, status with respect to public assistance, age, disability, membership or activity in a local commission as defined by Minn. Stat. § 363A.03.

C. The policy of the District is to maintain a learning and working environment that is free from retaliation. The District prohibits any form of retaliation.

D. A violation of this policy occurs when any student, teacher, administrator, or other District personnel discriminates against or harasses a student, teacher, administrator, or other District personnel or group of students, teachers, administrators, or other District personnel based on a person's race, color, national origin, creed, religion, marital status, familial status, sex, sexual or affectional orientation, gender identity and expression, status with respect to public assistance, age, disability, membership or activity in a local commission as defined by Minn.

Stat. § 363A.03.

E. A violation of this policy occurs when any student, teacher, administrator, or other District personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other District personnel or group of students, teachers, administrators, or other District personnel based on a person's race, color, national origin, creed, religion, marital status, familial status, sex, sexual or affectional orientation, gender identity and expression, status with respect to public assistance, age, disability, membership or activity in a local commission as defined by Minn. Stat. § 363A.03.

F. A violation of this policy occurs when any student, teacher, administrator, or other District personnel engages in retaliation or threatens retaliation against any person who has or is believed to have (1) reported, asserted, or alleged a violation of this policy or any other policy, law, or regulation; (2) made a good faith report of an alleged violation of this policy or any other policy, law, or regulation; (3) acted as a witness in any investigation of a complaint alleging a violation of this policy or any other policy, law, or regulation; (4) testified, assisted, or participated in any fact-finding investigation, hearing, or proceeding regarding an alleged violation of this policy or any other policy, law, or regulation; and/or (5) assisted in formulating or implementing corrective action in response to a violation of this policy or any other policy, law, or regulation.

G. A violation of this policy occurs when any student, teacher, administrator, or other District personnel intentionally makes a false report of discrimination, harassment, violence, or retaliation.

H. The District will act to investigate all complaints, either formal or informal, verbal or written, of discrimination, harassment, or violence based on a person's race, color, national origin, creed, religion, marital status, familial status, sex, sexual or affectional orientation, gender identity and expression, status with respect to public assistance, age, disability, membership or activity in a local commission as defined by Minn. Stat. § 363A.03. The District will act to investigate all complaints, either formal or informal, verbal or written, of retaliation. The District will act to discipline or take appropriate action against any student, teacher, administrator, or other District personnel who is found to have violated this policy.

## III. DEFINITIONS

A. District personnel, solely for the purposes of this policy, includes Board of Education members, District employees, agents, volunteers, contractors, or persons subject to the supervision and control of the District.

B. Harassment prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, national origin, creed, religion, marital status,

familial status, sex, sexual or affectional orientation, gender identity and expression, status with respect to public assistance, age, disability, membership or activity in a local commission as defined by Minn. Stat. § 363A.03 when the conduct:

1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;

2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or

3. otherwise adversely affects an individual's employment or academic opportunities.

C. Immediately[JJ2] means as soon as possible but in no event longer than 1 business day. A business day is defined by the federal government calendar, and not by the District school calendar.

D. Protected Classifications; Definitions[JJ3]

1. "Disability" means any condition or characteristic that renders a person a disabled person. A disabled person is any person who:

   a. has a physical, sensory, or mental impairment which materially limits one or more major life activities;

   b. has a record of such an impairment; or

   c. is regarded as having such an impairment.

2. "Familial status" means the condition of one or more minors being domiciled with:

   a. their parent or parents or the minor's legal guardian; or

   b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.

3. "Gender" means the socially constructed roles, behaviors, activities, and attributes that a given society attaches to femininity or masculinity.

4. "Gender Expression" means the manner in which persons represent or

express gender to others, often through behavior, clothing, hairstyles, activities, voice, or mannerisms.

5. "Gender Identity" means a person's deeply held sense or knowledge of their own gender.

6. "Marital status" means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.

7. "National origin" means the place of birth of an individual or of any of the individual's lineal ancestors.

8. "Sex" refers to a person's biology and is generally categorized as male, female, or intersex. "Sex" includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.

9. "Sexual orientation" means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness. "Sexual orientation" does not include a physical or sexual attachment to children by an adult.

10. "Status with regard to public assistance" means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.

E. Remedial response means a measure to stop and correct acts of discrimination, harassment, violence, or retaliation, prevent acts of discrimination, harassment, violence, or retaliation from recurring, and protect, support, and intervene on behalf of a student or employee who is the target or victim of acts of discrimination, harassment, violence, or retaliation.

F. Sexual Harassment; Definition

1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:

a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or

b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or

c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.

2. Sexual harassment may include, but is not limited to:

a. unwelcome verbal harassment or abuse;

b. unwelcome pressure for sexual activity;

c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other District personnel to avoid physical harm to persons or property;

d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;

e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or

f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minn. Stat. § 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.

2. Sexual violence may include, but is not limited to:

a. touching, patting, grabbing, or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;

b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;

c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or

d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Responsible Administrator

1. In a school building, the Responsible Administrator is the principal or the principal's designee.

2. In a District building or department in which there is no principal, the Responsible Administrator is the supervisor of that building or department or that supervisor's designee.

I. Materially Adverse Action[JJ4]

Any action that causes or threatens to cause significant injury or harm to a reporter, complainant or other covered person such that it would likely dissuade a reasonable student or District personnel from making or supporting a good-faith report of an alleged violation of this policy. Adverse action does not include an action, including employment or academic action, that would have been taken regardless of the good-faith report of misconduct.

J. District Human Rights Officer[JJ5]

1. The District Human Rights Officer is the Director of Equal Employment Opportunity.

2. The Board of Education hereby designates the Director of Equal Opportunity as the District Human Rights Officer to receive reports or complaints of discrimination, harassment, violence, or retaliation prohibited by this policy.

3. In the event the position of the Director of Equal Employment Opportunity is vacant, the interim District Human Rights Officer is the individual designated by the superintendent.

## IV. REPORTING PROCEDURES[JJ6]

A. Any person who believes that such person has been the target or victim of discrimination, harassment, violence, or retaliation in violation of this policy by a student, teacher, administrator, or other District personnel, or any person with

knowledge or belief of conduct which may constitute discrimination, harassment, violence, or retaliation prohibited by this policy toward a student, teacher, administrator, or other District personnel or group of students, teachers, administrators, or other District personnel must report the alleged acts immediately to an appropriate District official designated by this policy. A person may report conduct which may constitute discrimination, harassment, violence, or retaliation anonymously. The District, however, may not rely solely on an anonymous report to determine discipline or other remedial responses.

B. The District encourages the reporting party or complainant to use the 415.00.1 Form, but oral reports shall be considered complaints as well. All oral reports, however, must be promptly reduced to writing on the 415.00.1 Form by the Responsible Administrator.

C. Nothing in this policy shall prevent any person from reporting discrimination, harassment, violence, or retaliation directly to the District Human Rights Officer or to the superintendent. If the complaint involves the Responsible Administrator, the complaint shall be made or filed directly with the superintendent or the District Human Rights Officer by the reporting party or complainant.

D. At the building or department level, the Responsible Administrator is the person responsible for receiving oral or written reports of discrimination, harassment, violence, or retaliation prohibited by this policy. Any adult District personnel who receives a report of discrimination, harassment, violence, or retaliation prohibited by this policy shall inform the Responsible Administrator immediately, unless the complaint involves allegations against the Responsible Administrator. If the complaint involves allegations against the Responsible Administrator, the complaint shall be made or filed directly with the superintendent or the District Human Rights Officer immediately. The Responsible Administrator and the District Human Rights Officer shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented.

E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of discrimination, harassment, violence, or retaliation. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute discrimination, harassment, violence, or retaliation shall make reasonable efforts to address and resolve the discrimination, harassment, violence, or retaliation and shall inform the Responsible Administrator immediately, unless such person knows or has reason to believe that the Responsible Administrator has engaged in the conduct prohibited by this policy. In such cases, the report should be made directly to the superintendent or District Human Rights Officer immediately. District personnel who fail to inform the Responsible Administrator of conduct that may constitute discrimination, harassment, violence, or retaliation or who fail to make reasonable efforts to

address and resolve the discrimination, harassment, violence, or retaliation in a timely manner may be subject to disciplinary action.[JJ7]

F. Upon receipt of a report, the Responsible Administrator must notify the District Human Rights Officer immediately, before screening or investigating the report. The Responsible Administrator may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded immediately by the Responsible Administrator to the District Human Rights Officer. If the report was given verbally, the Responsible Administrator shall personally reduce it to written form within one (1) business day. Failure to forward any report or complaint of discrimination, harassment, violence, or retaliation as provided herein may result in disciplinary action against the Responsible Administrator.[JJ8]

G. If a complaint of conduct prohibited by this policy involves allegations against the District Human Rights Officer, the complaint shall be immediately filed directly with the superintendent. If a complaint of conduct prohibited by this policy involves allegations against the superintendent, the report may be filed directly with the Board of Education.

H. The District shall conspicuously post the name of the District Human Rights Officer, including mailing addresses and telephone number.

I. Submission of a good faith complaint or report of discrimination, harassment, violence, or retaliation prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.

J. Use of formal reporting forms is not mandatory.

K. Reports of discrimination, harassment, violence, or retaliation prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.

L. The District will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the District's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.

M. Retaliation against a victim, good faith reporter, a witness of discrimination, violence, harassment, or retaliation, or an individual involved in formulating or implementing corrective action is prohibited.

N. False accusations or reports of discrimination, harassment, violence, or retaliation against another person are prohibited.

O. A person who engages in an act of discrimination, harassment, violence, retaliation, or false reporting of discrimination, harassment, violence, or retaliation, or permits, condones, or tolerates discrimination, harassment, violence, or retaliation shall be subject to discipline or other remedial responses for that act in accordance with the District's policies and procedures.

## V. INVESTIGATION

A. By authority of the District, the Responsible Administrator, within three (3) business days [JJ9]of the receipt of a report or complaint alleging discrimination, harassment, violence, or retaliation prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by District officials or by a third party designated by the District.

B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents or electronic files and/or videos deemed pertinent by the investigator.

C. In determining whether alleged conduct constitutes a violation of this policy, the District should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on the facts and surrounding circumstances using a preponderance of the evidence standard.

D. In addition, the District may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators, or other District personnel pending completion of an investigation of alleged discrimination, harassment, violence, or retaliation prohibited by this policy.

E. The investigation will be completed within 30 business days from receipt of the complaint, unless it is impracticable to complete the investigation within this timeframe. The person completing the investigation shall document the investigation and its conclusion on the Form 415.00.1. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy. Upon completion of the investigation, the Responsible Administrator shall ensure that the Form 415.00.1 and any other report of the investigation are submitted to both the District Human Rights Officer and to the following individual:

1. For an investigation involving allegations against a student, to the area assistant superintendent; or

2. For an investigation involving allegations against District personnel, to the Executive Director of Human Resources or the Executive Director's designee.

## VI. DISTRICT CORRECTIVE ACTION

A. The District will take corrective action for any violation of this policy. Such corrective action will be consistent with the law and regulations, District policies, and any relevant collective bargaining agreements.

B. Corrective action will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior.

1. Corrective action for students who commit, or are a party to, prohibited acts of discrimination, violence, harassment, or retaliation, or who engage in intentional false reporting of discrimination, harassment, violence, or retaliation may include, but are not limited to, remedial responses, positive behavioral interventions, interventions and restorative practices or responses, warnings, transfer, suspension, and/or expulsion.

2. Corrective action for employees who permit, condone, or tolerate discrimination, harassment, violence, or retaliation, or who engage in intentional false reporting of discrimination, harassment, violence, or retaliation may include, but is not limited to, remedial responses and/or disciplinary action up to and including termination or discharge.

3. Corrective action for other individuals engaging in prohibited acts of discrimination, harassment, violence, or retaliation, or who engage in intentional false reporting of discrimination, harassment, violence, or retaliation may include, but not be limited to, exclusion from District property and events and/or termination of services and/or contracts.

C. The District may also discipline any student, employee, or other personnel of the District for derogatory statements or conduct based on the characteristics identified in Section I of this policy, which do not constitute illegal discrimination, harassment, violence, or retaliation but nonetheless are inappropriate.[JJ10]

D. The District is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the District, except as permitted by law.

E. In order to prevent or respond to acts of discrimination, harassment, violence, or retaliation committed by or directed against a child with a disability, the District shall, where determined appropriate by the child's individualized education program ("IEP") or Section

504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of discrimination, harassment, violence, or retaliation.[JJ11]

## VII. RETALIATION[JJ12]

A. The District unequivocally prohibits retaliation, and will discipline or take other appropriate corrective action, against any person to whom this policy applies that engages in retaliation or threatens retaliation against any person who has or is believed to have:

1. Reported, asserted, or alleged a violation of this policy or any other policy, law, or regulation;

2. Made a good faith report of an alleged violation of this policy or any other policy, law, or regulation;

3. Acted as a witness in any investigation of a complaint alleging a violation of this policy or any other policy, law, or regulation;

4. Testified, assisted, or participated in any fact-finding or investigation, hearing, or proceeding regarding an alleged violation of this policy or any other policy, law, or regulation; and/or

5. Assisted in formulating or implementing corrective action in response to a violation of this policy or any other policy, law, or regulation.

B. Retaliation includes, **but is not limited to**, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Retaliation also means any materially adverse action or credible threat of a materially adverse action by the District, or any employee thereof, taken against any employee or student for having made a good-faith report of District misconduct. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the retaliation.

## VIII. DISSEMINATION OF POLICY AND TRAINING

A. This policy shall be conspicuously posted throughout each District building in areas accessible to students and District personnel.

B. This policy shall be given to each District employee and independent contractor that regularly interacts with students at the time of initial employment with the District.

C. The policy shall appear in the Rights and Responsibilities Handbook.

D. The District shall develop a method of discussing this policy with students and employees.

***Legal References:*** Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

***Cross References:*** Policy 101.00: Racial Equity
Policy 102.00: Equal Opportunity/Non-Discrimination
Policy 401.00: Equal Employment Opportunity
Policy 500.00: Gender Inclusion
Policy 501.00: Hazing Prohibition
Policy 505.00: Bullying Prohibition
Policy 506.00: Student Discipline
Policy 506.02: Student Discipline: Expulsion & Exclusion
Policy 506.03: Student Discipline: Suspension
Policy 520.00: Technology Usage & Safety
Policy 609.00: Religion

DRAFT

# 415.00 DISCRIMINATION, HARASSMENT, VIOLENCE, AND RETALIATION POLICY

## I. PURPOSE

Saint Paul Public Schools ("the District") believes in the dignity of its students, staff, and all other District personnel. To that end, the District strives to maintain a learning and working environment that is free from discrimination, harassment or violence on the basis of race, color, national origin, creed, religion, marital status, familial status, sex, sexual or affectional orientation, gender identity and expression, status with respect to public assistance, age, disability, membership or activity in a local commission as defined by Minn. Stat. § 363A.03. The District also strives to maintain a learning and working environment that is free from retaliation. The District will act to investigate all complaints of violations of this policy. In responding to violations of this policy, the District will take appropriate and proportional action to protect all victims, deter similar future behavior, and accomplish the District's core mission to educate and promote growth.

## II. GENERAL STATEMENT OF POLICY

A. This policy applies to students, teachers, administrators, and all other District personnel.

B. The policy of the District is to maintain a learning and working environment that is free from discrimination, harassment, or violence on the basis of race, color, national origin, creed, religion, marital status, familial status, sex, sexual or affectional orientation, gender identity and expression, status with respect to public assistance, age, disability, membership or activity in a local commission as defined by Minn. Stat. § 363A.03. The District prohibits any form of discrimination, harassment, or violence on the basis of race, color, national origin, creed, religion, marital status, familial status, sex, sexual or affectional orientation, gender identity and expression, status with respect to public assistance, age, disability, membership or activity in a local commission as defined by Minn. Stat. § 363A.03.

C. The policy of the District is to maintain a learning and working environment that is free from retaliation. The District prohibits any form of retaliation.

D. A violation of this policy occurs when any student, teacher, administrator, or other District personnel discriminates against or harasses a student, teacher, administrator, or other District personnel or group of students, teachers, administrators, or other District personnel based on a person's race, color, national origin, creed, religion, marital status, familial status, sex, sexual or affectional orientation, gender identity and expression, status with respect to public assistance, age, disability, membership or activity in a local commission as defined by Minn.

Stat. § 363A.03.

E. A violation of this policy occurs when any student, teacher, administrator, or other District personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other District personnel or group of students, teachers, administrators, or other District personnel based on a person's race, color, national origin, creed, religion, marital status, familial status, sex, sexual or affectional orientation, gender identity and expression, status with respect to public assistance, age, disability, membership or activity in a local commission as defined by Minn. Stat. § 363A.03.

F. A violation of this policy occurs when any student, teacher, administrator, or other District personnel engages in retaliation or threatens retaliation against any person who has or is believed to have (1) reported, asserted, or alleged a violation of this policy or any other policy, law, or regulation; (2) made a good faith report of an alleged violation of this policy or any other policy, law, or regulation; (3) acted as a witness in any investigation of a complaint alleging a violation of this policy or any other policy, law, or regulation; (4) testified, assisted, or participated in any fact-finding investigation, hearing, or proceeding regarding an alleged violation of this policy or any other policy, law, or regulation; and/or (5) assisted in formulating or implementing corrective action in response to a violation of this policy or any other policy, law, or regulation.

G. A violation of this policy occurs when any student, teacher, administrator, or other District personnel intentionally makes a false report of discrimination, harassment, violence, or retaliation.

H. The District will act to investigate all complaints, either formal or informal, verbal or written, of discrimination, harassment, or violence based on a person's race, color, national origin, creed, religion, marital status, familial status, sex, sexual or affectional orientation, gender identity and expression, status with respect to public assistance, age, disability, membership or activity in a local commission as defined by Minn. Stat. § 363A.03. The District will act to investigate all complaints, either formal or informal, verbal or written, of retaliation. The District will act to discipline or take appropriate action against any student, teacher, administrator, or other District personnel who is found to have violated this policy.

## III. DEFINITIONS

A. District personnel, solely for the purposes of this policy, includes Board of Education members, District employees, agents, volunteers, contractors, or persons subject to the supervision and control of the District.

B. Harassment prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, national origin, creed, religion, marital status,

familial status, sex, sexual or affectional orientation, gender identity and expression, status with respect to public assistance, age, disability, membership or activity in a local commission as defined by Minn. Stat. § 363A.03 when the conduct:

1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;

2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or

3. otherwise adversely affects an individual's employment or academic opportunities.

C. Immediately means as soon as possible but in no event longer than 1 business day. A business day is defined by the federal government calendar, and not by the District school calendar.

D. Protected Classifications; Definitions

1. "Disability" means any condition or characteristic that renders a person a disabled person. A disabled person is any person who:

   a. has a physical, sensory, or mental impairment which materially limits one or more major life activities;

   b. has a record of such an impairment; or

   c. is regarded as having such an impairment.

2. "Familial status" means the condition of one or more minors being domiciled with:

   a. their parent or parents or the minor's legal guardian; or

   b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.

3. "Gender" means the socially constructed roles, behaviors, activities, and attributes that a given society attaches to femininity or masculinity.

4. "Gender Expression" means the manner in which persons represent or

express gender to others, often through behavior, clothing, hairstyles, activities, voice, or mannerisms.

5. "Gender Identity" means a person's deeply held sense or knowledge of their own gender.

6. "Marital status" means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.

7. "National origin" means the place of birth of an individual or of any of the individual's lineal ancestors.

8. "Sex" refers to a person's biology and is generally categorized as male, female, or intersex. "Sex" includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.

9. "Sexual orientation" means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness. "Sexual orientation" does not include a physical or sexual attachment to children by an adult.

10. "Status with regard to public assistance" means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.

E. Remedial response means a measure to stop and correct acts of discrimination, harassment, violence, or retaliation, prevent acts of discrimination, harassment, violence, or retaliation from recurring, and protect, support, and intervene on behalf of a student or employee who is the target or victim of acts of discrimination, harassment, violence, or retaliation.

F. Sexual Harassment; Definition

1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:

a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or

b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or

c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.

2. Sexual harassment may include, but is not limited to:

a. unwelcome verbal harassment or abuse;

b. unwelcome pressure for sexual activity;

c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other District personnel to avoid physical harm to persons or property;

d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;

e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or

f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minn. Stat. § 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.

2. Sexual violence may include, but is not limited to:

a. touching, patting, grabbing, or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;

b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;

c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or

d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Responsible Administrator

1. In a school building, the Responsible Administrator is the principal or the principal's designee.

2. In a District building or department in which there is no principal, the Responsible Administrator is the supervisor of that building or department or that supervisor's designee.

I. Materially Adverse Action

Any action that causes or threatens to cause significant injury or harm to a reporter, complainant or other covered person such that it would likely dissuade a reasonable student or District personnel from making or supporting a good-faith report of an alleged violation of this policy. Adverse action does not include an action, including employment or academic action, that would have been taken regardless of the good-faith report of misconduct.

J. District Human Rights Officer

1. The District Human Rights Officer is the Director of Equal Employment Opportunity.

2. The Board of Education hereby designates the Director of Equal Opportunity as the District Human Rights Officer to receive reports or complaints of discrimination, harassment, violence, or retaliation prohibited by this policy.

3. In the event the position of the Director of Equal Employment Opportunity is vacant, the interim District Human Rights Officer is the individual designated by the superintendent.

## IV. REPORTING PROCEDURES

A. Any person who believes that such person has been the target or victim of discrimination, harassment, violence, or retaliation in violation of this policy by a student, teacher, administrator, or other District personnel, or any person with

knowledge or belief of conduct which may constitute discrimination, harassment, violence, or retaliation prohibited by this policy toward a student, teacher, administrator, or other District personnel or group of students, teachers, administrators, or other District personnel must report the alleged acts immediately to an appropriate District official designated by this policy. A person may report conduct which may constitute discrimination, harassment, violence, or retaliation anonymously. The District, however, may not rely solely on an anonymous report to determine discipline or other remedial responses.

B. The District encourages the reporting party or complainant to use the 415.00.1 Form, but oral reports shall be considered complaints as well. All oral reports, however, must be promptly reduced to writing on the 415.00.1 Form by the Responsible Administrator.

C. Nothing in this policy shall prevent any person from reporting discrimination, harassment, violence, or retaliation directly to the District Human Rights Officer or to the superintendent. If the complaint involves the Responsible Administrator, the complaint shall be made or filed directly with the superintendent or the District Human Rights Officer by the reporting party or complainant.

D. At the building or department level, the Responsible Administrator is the person responsible for receiving oral or written reports of discrimination, harassment, violence, or retaliation prohibited by this policy. Any adult District personnel who receives a report of discrimination, harassment, violence, or retaliation prohibited by this policy shall inform the Responsible Administrator immediately, unless the complaint involves allegations against the Responsible Administrator. If the complaint involves allegations against the Responsible Administrator, the complaint shall be made or filed directly with the superintendent or the District Human Rights Officer immediately. The Responsible Administrator and the District Human Rights Officer shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented.

E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of discrimination, harassment, violence, or retaliation. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute discrimination, harassment, violence, or retaliation shall make reasonable efforts to address and resolve the discrimination, harassment, violence, or retaliation and shall inform the Responsible Administrator immediately, unless such person knows or has reason to believe that the Responsible Administrator has engaged in the conduct prohibited by this policy. In such cases, the report should be made directly to the superintendent or District Human Rights Officer immediately. District personnel who fail to inform the Responsible Administrator of conduct that may constitute discrimination, harassment, violence, or retaliation or who fail to make reasonable efforts to

address and resolve the discrimination, harassment, violence, or retaliation in a timely manner may be subject to disciplinary action.

F. Upon receipt of a report, the Responsible Administrator must notify the District Human Rights Officer immediately, before screening or investigating the report. The Responsible Administrator may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded immediately by the Responsible Administrator to the District Human Rights Officer. If the report was given verbally, the Responsible Administrator shall personally reduce it to written form within one (1) business day. Failure to forward any report or complaint of discrimination, harassment, violence, or retaliation as provided herein may result in disciplinary action against the Responsible Administrator.

G. If a complaint of conduct prohibited by this policy involves allegations against the District Human Rights Officer, the complaint shall be immediately filed directly with the superintendent. If a complaint of conduct prohibited by this policy involves allegations against the superintendent, the report may be filed directly with the Board of Education.

H. The District shall conspicuously post the name of the District Human Rights Officer, including mailing addresses and telephone number.

I. Submission of a good faith complaint or report of discrimination, harassment, violence, or retaliation prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.

J. Use of formal reporting forms is not mandatory.

K. Reports of discrimination, harassment, violence, or retaliation prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.

L. The District will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the District's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.

M. Retaliation against a victim, good faith reporter, a witness of discrimination, violence, harassment, or retaliation, or an individual involved in formulating or implementing corrective action is prohibited.

N. False accusations or reports of discrimination, harassment, violence, or retaliation against another person are prohibited.

O. A person who engages in an act of discrimination, harassment, violence, retaliation, or false reporting of discrimination, harassment, violence, or retaliation, or permits, condones, or tolerates discrimination, harassment, violence, or retaliation shall be subject to discipline or other remedial responses for that act in accordance with the District's policies and procedures.

## V. INVESTIGATION

A. By authority of the District, the Responsible Administrator, within three (3) business days of the receipt of a report or complaint alleging discrimination, harassment, violence, or retaliation prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by District officials or by a third party designated by the District.

B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents or electronic files and/or videos deemed pertinent by the investigator.

C. In determining whether alleged conduct constitutes a violation of this policy, the District should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on the facts and surrounding circumstances using a preponderance of the evidence standard.

D. In addition, the District may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators, or other District personnel pending completion of an investigation of alleged discrimination, harassment, violence, or retaliation prohibited by this policy.

E. The investigation will be completed within 30 business days from receipt of the complaint, unless it is impracticable to complete the investigation within this timeframe. The person completing the investigation shall document the investigation and its conclusion on the Form 415.00.1. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy. Upon completion of the investigation, the Responsible Administrator shall ensure that the Form 415.00.1 and any other report of the investigation are submitted to both the District Human Rights Officer and to the following individual:

1. For an investigation involving allegations against a student, to the area assistant superintendent; or

2. For an investigation involving allegations against District personnel, to the Executive Director of Human Resources or the Executive Director's designee.

## VI. DISTRICT CORRECTIVE ACTION

A. The District will take corrective action for any violation of this policy. Such corrective action will be consistent with the law and regulations, District policies, and any relevant collective bargaining agreements.

B. Corrective action will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior.

1. Corrective action for students who commit, or are a party to, prohibited acts of discrimination, violence, harassment, or retaliation, or who engage in intentional false reporting of discrimination, harassment, violence, or retaliation may include, but are not limited to, remedial responses, positive behavioral interventions, interventions and restorative practices or responses, warnings, transfer, suspension, and/or expulsion.

2. Corrective action for employees who permit, condone, or tolerate discrimination, harassment, violence, or retaliation, or who engage in intentional false reporting of discrimination, harassment, violence, or retaliation may include, but is not limited to, remedial responses and/or disciplinary action up to and including termination or discharge.

3. Corrective action for other individuals engaging in prohibited acts of discrimination, harassment, violence, or retaliation, or who engage in intentional false reporting of discrimination, harassment, violence, or retaliation may include, but not be limited to, exclusion from District property and events and/or termination of services and/or contracts.

C. The District may also discipline any student, employee, or other personnel of the District for derogatory statements or conduct based on the characteristics identified in Section I of this policy, which do not constitute illegal discrimination, harassment, violence, or retaliation but nonetheless are inappropriate.

D. The District is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the District, except as permitted by law.

E. In order to prevent or respond to acts of discrimination, harassment, violence, or retaliation committed by or directed against a child with a disability, the District shall, where determined appropriate by the child's individualized education program ("IEP") or Section

504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of discrimination, harassment, violence, or retaliation.

## VII. RETALIATION

A. The District unequivocally prohibits retaliation, and will discipline or take other appropriate corrective action, against any person to whom this policy applies that engages in retaliation or threatens retaliation against any person who has or is believed to have:

1. Reported, asserted, or alleged a violation of this policy or any other policy, law, or regulation;

2. Made a good faith report of an alleged violation of this policy or any other policy, law, or regulation;

3. Acted as a witness in any investigation of a complaint alleging a violation of this policy or any other policy, law, or regulation;

4. Testified, assisted, or participated in any fact-finding or investigation, hearing, or proceeding regarding an alleged violation of this policy or any other policy, law, or regulation; and/or

5. Assisted in formulating or implementing corrective action in response to a violation of this policy or any other policy, law, or regulation.

B. Retaliation includes, **but is not limited to**, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Retaliation also means any materially adverse action or credible threat of a materially adverse action by the District, or any employee thereof, taken against any employee or student for having made a good-faith report of District misconduct. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the retaliation.

## VIII. DISSEMINATION OF POLICY AND TRAINING

A. This policy shall be conspicuously posted throughout each District building in areas accessible to students and District personnel.

B. This policy shall be given to each District employee and independent contractor that regularly interacts with students at the time of initial employment with the District.

C. The policy shall appear in the Rights and Responsibilities Handbook.

D. The District shall develop a method of discussing this policy with students and employees.

***Legal References:*** Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

***Cross References:*** Policy 101.00: Racial Equity
Policy 102.00: Equal Opportunity/Non-Discrimination
Policy 401.00: Equal Employment Opportunity
Policy 500.00: Gender Inclusion
Policy 501.00: Hazing Prohibition
Policy 505.00: Bullying Prohibition
Policy 506.00: Student Discipline
Policy 506.02: Student Discipline: Expulsion & Exclusion
Policy 506.03: Student Discipline: Suspension
Policy 520.00: Technology Usage & Safety
Policy 609.00: Religion

DRAFT

**INDEPENDENT SCHOOL DISTRICT NO. 625**

**BOARD OF EDUCATION**

**SAINT PAUL PUBLIC SCHOOLS**

**RESOLUTION - GENERAL FORM**

**Board File No.**_____

**Date**_____

**RESOLUTION PROVIDING FOR THE COMPETITIVE NEGOTIATED SALE OF $15,000,000 GENERAL OBLIGATION SCHOOL BUILDING BONDS, SERIES 2019A; COVENANTING AND OBLIGATING THE DISTRICT TO BE BOUND BY AND USE THE PROVISIONS OF MINNESOTA STATUTES, SECTION 126C.55 TO GUARANTEE THE PAYMENT OF THE PRINCIPAL AND INTEREST ON THE BONDS**

A. WHEREAS, the School Board of Independent School District Number 625, Saint Paul, Minnesota (the "District") has heretofore determined that it is necessary and expedient to issue $15,000,000 General Obligation School Building Bonds, Series 2019A (the "Bonds") pursuant to Minnesota Statutes, Chapter 475 and pursuant to Laws of Minnesota, 2007, Regular Session, Chapter 146, Article 4, Sections 12 and 13, as amended by Laws of Minnesota, 2013, Chapter 116, Article 6, Section 8, to finance the acquisition and betterment of school facilities; and

B. WHEREAS, the District desires to use the provision of Minnesota Statutes, Section 126C.55 to take advantage of the State guarantee program.

C. WHEREAS, the District has retained Baker Tilly Municipal Advisors, LLC, in Saint Paul, Minnesota ("Baker Tilly MA"), as its independent financial advisor and is therefore authorized to sell the Bonds by a competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9); and

Adopted_____

_____
CHAIR Board of Education

_____
CLERK Board of Education

D. WHEREAS, the Department of Treasury has promulgated final regulations governing the use of proceeds of tax exempt bonds, all or a portion of which are to be used to reimburse the District for project expenditures made by the District prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the "Regulations") require that the District adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the proceeds of the bonds within 18 months after the later of the date the expenditure is paid or the date the project is placed in service or abandoned, but in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds; and

E. WHEREAS, the District desires to comply with requirements of the Regulations with respect to the project hereinafter identified.

NOW, THEREFORE, BE IT RESOLVED by the School Board of Independent School District Number 625, Saint Paul, Minnesota as follows:

1. Authorization; Findings. The School Board hereby authorizes Baker Tilly MA to solicit bids for the competitive negotiated sale of the Bonds.

2. Meeting; Bid Opening. The School Board shall meet at the time and place specified in the Terms of Proposal attached hereto as Exhibit A for the purpose of considering sealed bids for, and awarding the sale of, the Bonds. The bids shall be opened at the time and place specified in the Terms of Proposal.

3. Terms of Proposal. The terms and conditions of the Bonds and the negotiation thereof are fully set forth in the "Terms of Proposal" attached hereto as Exhibit A and hereby approved and made a part hereof.

4. Guarantee of Payment.

(a) The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Bonds, and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Bonds when due. The District further covenants to deposit with the Bond Registrar or any successor paying agent three (3) days prior to the date on which a payment is due, an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Bond Registrar for the Bonds is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two (2) business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit in the Bond Registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

(b) The District further covenants to comply with all procedures now or hereafter established by the Commissioner of Education of the State of Minnesota pursuant to

Minnesota Statutes, Section 126C.55, subdivision 2(c) and otherwise to take such actions as necessary to comply with that section.

5. Official Statement. In connection with said competitive negotiated sale, the officers and employees of the District are hereby authorized to cooperate with Baker Tilly MA and participate in the preparation of an official statement for the Bonds, and to execute and deliver it on behalf of the District upon its completion.

6. Official Intent Declaration.

(a) The District has determined to finance various capital improvements to existing District facilities and grounds (the "Project").

(b) Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds (as hereinafter defined), (ii) expenditures permitted to be reimbursed under prior Treasury Regulations pursuant to the transitional provision contained in Section 1.150-2(j)(2) of the Regulations, (iii) expenditures constituting "preliminary expenditures" within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iv) expenditures in a "de minimus" amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for the Project have been paid by the District more than 60 days before the date of adoption of this Resolution.

(c) The District reasonably expects to reimburse all or a portion of the expenditures made for costs of the Project out of the proceeds of the Bonds to be issued by the District in an estimated maximum aggregate principal amount of $15,000,000 after the date of payment of all or a portion of the costs of the Project. All reimbursed expenditures shall be capital expenditures, costs of issuance of the Bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

7. Budgetary Matters. As of the date hereof, there are no District funds reserved, allocated on a long term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Project, other than pursuant to the issuance of the Bonds. This resolution, therefore, is determined to be consistent with the District's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.

8. Reimbursement; Allocations. The District's financial officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the District to make payment of the prior costs of the Project. Each allocation shall be evidenced by an entry on the official books and records of the District maintained for the Project and shall specifically identify the actual original expenditure being reimbursed.

## EXHIBIT A

**THE DISTRICT HAS AUTHORIZED BAKER TILLY MUNICIPAL ADVISORS, LLC, TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:**

## TERMS OF PROPOSAL

**$15,000,000***

**INDEPENDENT SCHOOL DISTRICT NO. 625**
**SAINT PAUL, MINNESOTA**

**GENERAL OBLIGATION SCHOOL BUILDING BONDS, SERIES 2019A**

**(MINNESOTA SCHOOL DISTRICT CREDIT ENHANCEMENT PROGRAM)**

**(BOOK ENTRY ONLY)**

Proposals for the above-referenced obligations (the "Bonds") will be received by Independent School District No. 625, Saint Paul, Minnesota (the "District") on Tuesday, May 21, 2019 (the "Sale Date") until 10:00 A.M., Central Time at the offices of Baker Tilly Municipal Advisors, LLC ("Baker Tilly MA"), 380 Jackson Street, Suite 300, Saint Paul, Minnesota, 55101, after which time proposals will be opened and tabulated. Consideration for award of the Bonds will be by the School Board at its meeting commencing at 5:30 P.M., Central Time, of the same day.

SUBMISSION OF PROPOSALS

Baker Tilly MA will assume no liability for the inability of a bidder to reach Baker Tilly MA prior to the time of sale specified above. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the District to purchase the Bonds regardless of the manner in which the proposal is submitted.

(a) ***Sealed Bidding.*** Proposals may be submitted in a sealed envelope or by fax (651) 223-3046 to Baker Tilly MA. Signed proposals, without final price or coupons, may be submitted to Baker Tilly MA prior to the time of sale. The bidder shall be responsible for submitting to Baker Tilly MA the final proposal price and coupons, by telephone (651) 223-3000 or fax (651) 223-3046 for inclusion in the submitted proposal.

***OR***

(b) ***Electronic Bidding.*** Notice is hereby given that electronic proposals will be received via PARITY®. For purposes of the electronic bidding process, the time as maintained by PARITY® shall constitute the official time with respect to all proposals submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes*

* *Preliminary; subject to change.*

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and wholly-owned subsidiary of Baker Tilly Virchow Krause, LLP, an accounting firm. Baker Tilly Virchow Krause, LLP trading as Baker Tilly is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities.

*of submitting its electronic proposal in a timely manner and in compliance with the requirements of the Terms of Proposal*. Neither the District, its agents, nor PARITY® shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the District, its agents, nor PARITY® shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY®. The District is using the services of PARITY® solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY® is not an agent of the District.

If any provisions of this Terms of Proposal conflict with information provided by PARITY®, this Terms of Proposal shall control. Further information about PARITY®, including any fee charged, may be obtained from:

PARITY®, 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

## DETAILS OF THE BONDS

The Bonds will be dated as of the date of delivery and will bear interest payable on February 1 and August 1 of each year, commencing February 1, 2020. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds will mature February 1 in the years and amounts* as follows:

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 2020 | $680,000 | 2024 | $570,000 | 2028 | $695,000 | 2032 | $815,000 | 2036 | $935,000 |
| 2021 | $495,000 | 2025 | $600,000 | 2029 | $725,000 | 2033 | $845,000 | 2037 | $960,000 |
| 2022 | $520,000 | 2026 | $630,000 | 2030 | $750,000 | 2034 | $880,000 | 2038 | $990,000 |
| 2023 | $545,000 | 2027 | $660,000 | 2031 | $780,000 | 2035 | $905,000 | 2039 | $1,020,000 |

* *The District reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Bonds or the amount of any maturity or maturities in multiples of $5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per $1,000 of Bonds as that of the original proposal. Gross spread for this purpose is the differential between the price paid to the District for the new issue and the prices at which the proposal indicates the securities will be initially offered to the investing public.*

Proposals for the Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth above. In order to designate term bonds, the proposal must specify "Years of Term Maturities" in the spaces provided on the proposal form.

## BOOK ENTRY SYSTEM

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York,

which will act as securities depository for the Bonds. Individual purchases of the Bonds may be made in the principal amount of $5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The lowest bidder (the "Purchaser"), as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

## REGISTRAR

The District will name the registrar which shall be subject to applicable regulations of the Securities and Exchange Commission. The District will pay for the services of the registrar.

## OPTIONAL REDEMPTION

The District may elect on February 1, 2027, and on any day thereafter, to redeem Bonds due on or after February 1, 2028. Redemption may be in whole or in part and if in part at the option of the District and in such manner as the District shall determine. If less than all Bonds of a maturity are called for redemption, the District will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All redemptions shall be at a price of par plus accrued interest.

## SECURITY AND PURPOSE

The Bonds will be general obligations of the District for which the District will pledge its full faith and credit and power to levy direct general ad valorem taxes. The District has also covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55 and to use the provisions of that statute pursuant to which the State of Minnesota will appropriate money to the payment of the principal and interest on the Bonds when due if the District is unable to make a principal or interest payment. The proceeds of the Bonds will be used to finance various capital improvements to existing District facilities and grounds.

## BIDDING PARAMETERS

Proposals shall be for not less than $15,000,000 (Par) plus accrued interest, if any, on the total principal amount of the Bonds. No proposal can be withdrawn or amended after the time set for receiving proposals on the Sale Date unless the meeting of the District scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the proposal must be 98.0% or greater. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

## ESTABLISHMENT OF ISSUE PRICE

In order to provide the District with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated

thereunder (collectively, the "Code"), the Purchaser will be required to assist the District in establishing the issue price of the Bonds and shall complete, execute, and deliver to the District prior to the closing date, a written certification in a form acceptable to the Purchaser, the District, and Bond Counsel (the "Issue Price Certificate") containing the following for each maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; (ii) the reasonably expected initial offering price to the "public" (as said term is defined in Treasury Regulation Section 1.148-1(f) (the "Regulation")) or the sale price; and (iii) pricing wires or equivalent communications supporting such offering or sale price. Any action to be taken or documentation to be received by the District pursuant hereto may be taken or received on behalf of the District by Baker Tilly MA.

The District intends that the sale of the Bonds pursuant to this Terms of Proposal shall constitute a "competitive sale" as defined in the Regulation based on the following:

(i) the District shall cause this Terms of Proposal to be disseminated to potential bidders in a manner that is reasonably designed to reach potential bidders;
(ii) all bidders shall have an equal opportunity to submit a bid;
(iii) the District reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Bonds; and
(iv) the District anticipates awarding the sale of the Bonds to the bidder who provides a proposal with the lowest true interest cost, as set forth in this Terms of Proposal (See "AWARD" herein).

Any bid submitted pursuant to this Terms of Proposal shall be considered a firm offer for the purchase of the Bonds, as specified in the proposal. The Purchaser shall constitute an "underwriter" as said term is defined in the Regulation. By submitting its proposal, the Purchaser confirms that it shall require any agreement among underwriters, a selling group agreement, or other agreement to which it is a party relating to the initial sale of the Bonds, to include provisions requiring compliance with the provisions of the Code and the Regulation regarding the initial sale of the Bonds.

If all of the requirements of a "competitive sale" are not satisfied, the District shall advise the Purchaser of such fact prior to the time of award of the sale of the Bonds to the Purchaser. **In such event, any proposal submitted will not be subject to cancellation or withdrawal.** Within twenty-four (24) hours of the notice of award of the sale of the Bonds, the Purchaser shall advise the District and Baker Tilly MA if 10% of any maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the public and the price at which it was sold. The District will treat such sale price as the "issue price" for such maturity, applied on a maturity-by-maturity basis. The District will not require the Purchaser to comply with that portion of the Regulation commonly described as the "hold-the-offering-price" requirement for the remaining maturities, but the Purchaser may elect such option. If the Purchaser exercises such option, the District will apply the initial offering price to the public provided in the proposal as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly provide the District and Baker Tilly MA the prices at which 10% of such maturities are sold to the public; provided such determination shall be made and the District and Baker Tilly MA notified of such prices whether or not the closing date has occurred,

until the 10% test has been satisfied as to each maturity of the Bonds or until all of the Bonds of a maturity have been sold.

## GOOD FAITH DEPOSIT

To have its proposal considered for award, the Purchaser is required to submit a good faith deposit to the District in the amount of $150,000 (the "Deposit") no later than 1:00 P.M., Central Time on the Sale Date. The Deposit may be delivered as described herein in the form of either (i) a certified or cashier's check payable to the District; or (ii) a wire transfer. The Purchaser shall be solely responsible for the timely delivery of its Deposit whether by check or wire transfer. Neither the District nor Baker Tilly MA have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the District may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

*Certified or Cashier's Check*. A Deposit made by certified or cashier's check will be considered timely delivered to the District if it is made payable to the District and delivered to Baker Tilly Municipal Advisors, LLC, 380 Jackson Street, Suite 300, Saint Paul, Minnesota 55101 by the time specified above.

*Wire Transfer*. A Deposit made by wire will be considered timely delivered to the District upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Baker Tilly MA following the receipt and tabulation of proposals. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the Purchaser will be retained by the District and no interest will accrue to the Purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the Purchaser fails to comply with the accepted proposal, said amount will be retained by the District.

## AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the District. The District's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The District will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal that the District determines to have failed to comply with the terms herein.

## BOND INSURANCE AT PURCHASER'S OPTION

The District has **not** applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Bonds. If the Bonds qualify for municipal bond insurance and a

bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder's proposal. The District specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the District. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the District) shall be paid by the successful bidder. Failure of the municipal bond insurer to issue the policy after the award of the Bonds shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Bonds.

## CUSIP NUMBERS

If the Bonds qualify for the assignment of CUSIP numbers such numbers will be printed on the Bonds; however, neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the Purchaser to accept delivery of the Bonds. Baker Tilly MA will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

## SETTLEMENT

On or about June 20, 2019, the Bonds will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Briggs and Morgan, Professional Association, of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the District or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Bonds has been made impossible by action of the District, or its agents, the Purchaser shall be liable to the District for any loss suffered by the District by reason of the Purchaser's non-compliance with said terms for payment.

## CONTINUING DISCLOSURE

On the date of the actual issuance and delivery of the Bonds, the District will execute and deliver a Continuing Disclosure Undertaking (the "Undertaking") whereunder the District will covenant to provide, or cause to be provided, annual financial information, including audited financial statements of the District, and notices of certain material events, as specified in and required by SEC Rule 15c2-12(b)(5).

## OFFICIAL STATEMENT

The District has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds, and said Preliminary Official Statement has been deemed final by the District as of the date thereof within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For copies of the Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the District, Baker Tilly Municipal Advisors, LLC, 380 Jackson Street, Suite 300, Saint Paul, Minnesota 55101, telephone (651) 223-3000.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts, and interest rates of the Bonds, together with any other information required by law. By awarding the Bonds to the Purchaser, the District agrees that, no more than seven business days after the date of such award, it shall provide without cost to the Purchaser up to 25 copies of the Final Official Statement. The District designates the Purchaser as its agent for purposes of distributing copies of the Final Official Statement to each syndicate member, if applicable. The Purchaser agrees that if its proposal is accepted by the District, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with its syndicate members for purposes of assuring the receipt of the Final Official Statement by each such syndicate member.

Dated April 23, 2019

BY ORDER OF THE SCHOOL BOARD

/s/ Jeanelle Foster
Clerk

**INDEPENDENT SCHOOL DISTRICT NO. 625**

**BOARD OF EDUCATION**

**SAINT PAUL PUBLIC SCHOOLS**

**RESOLUTION - GENERAL FORM**

**Board File No.**_____

**Date**_____

## RESOLUTION PROVIDING FOR THE COMPETITIVE NEGOTIATED SALE OF $23,660,000 CERTIFICATES OF PARTICIPATION, SERIES 2019B, COVENANTING AND OBLIGATING THE DISTRICT TO BE BOUND BY AND USE THE PROVISIONS OF MINNESOTA STATUTES, SECTION 126C.55 TO GUARANTEE THE PAYMENT OF THE PRINCIPAL AND INTEREST ON THE CERTIFICATES

A. WHEREAS, the School Board of Independent School District Number 625, Saint Paul, Minnesota (the "District") has heretofore determined that it is necessary and expedient to issue $23,660,000 Certificates of Participation, Series 2019B (the "Series 2019B Certificates") pursuant to Minnesota Statutes, Chapter 475 and Minnesota Statutes, Section 126C.40 to finance various capital deferred maintenance projects and repairs across existing school district facilities; and

B. WHEREAS, the District desires to use the provision of Minnesota Statutes, Section 126C.55 to take advantage of the State guarantee program; and

C. WHEREAS, the District has retained Baker Tilly Municipal Advisors, LLC, in Saint Paul, Minnesota ("Baker Tilly MA"), as its independent municipal advisor and is therefore authorized to sell the Series 2019B Certificates by a competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9).

NOW, THEREFORE, BE IT RESOLVED by the School Board of Independent School District Number 625, Saint Paul, Minnesota as follows:

Adopted_____

_____
CHAIR Board of Education

_____
CLERK Board of Education

1. Authorization; Findings. The School Board hereby authorizes Baker Tilly MA to solicit bids for the competitive negotiated sale of the Series 2019B Certificates.

2. Meeting; Bid Opening. The School Board shall meet at the time and place specified in the Terms of Proposal attached hereto as Exhibit A for the purpose of considering sealed bids for, and awarding the sale of, the Series 2019B Certificates. The bids shall be opened at the time and place specified in the Terms of Proposal.

3. Terms of Proposal. The terms and conditions of the Series 2019B Certificates and the negotiation thereof are fully set forth in the "Terms of Proposal" attached hereto as Exhibit A and hereby approved and made a part hereof.

4. Guarantee of Payment.

(a) The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Series 2019B Certificates, and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Series 2019B Certificates when due. The District further covenants to deposit with the trustee with respect to the Series 2019B Certificates (the "Trustee") or any successor trustee three (3) days prior to the date on which a payment is due, an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Trustee is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Series 2019B Certificates or if, on the day two (2) business days prior to the date a payment is due on the Series 2019B Certificates, there are insufficient funds to make that payment on deposit with the Bond Registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Series 2019B Certificates of this issue remain outstanding.

(b) The District further covenants to comply with all procedures now or hereafter established by the Commissioner of Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55, subdivision 2(c) and otherwise to take such actions as necessary to comply with that section.

5. Official Statement. In connection with said competitive negotiated sale, the officers and employees of the District are hereby authorized to cooperate with Baker Tilly MA and participate in the preparation of an official statement for the Series 2019B Certificates, and to execute and deliver it on behalf of the District upon its completion.

## EXHIBIT A

**THE DISTRICT HAS AUTHORIZED BAKER TILLY MUNICIPAL ADVISORS, LLC, TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:**

## TERMS OF PROPOSAL

**$23,660,000*
CERTIFICATES OF PARTICIPATION, SERIES 2019B**

**Evidencing the Proportionate Interests of the Registered Owners Thereof in Rental Payments to be Made by**

**INDEPENDENT SCHOOL DISTRICT NO. 625
SAINT PAUL, MINNESOTA**

**Pursuant to a Lease-Purchase Agreement**

**(BOOK ENTRY ONLY)**

Proposals for the above-referenced obligations (the "Series 2019B Certificates") will be received by Independent School District No. 625, Saint Paul, Minnesota (the "District") on Tuesday, June 18, 2019, (the "Sale Date") until 10:00 A.M., Central Time at the offices of Baker Tilly Municipal Advisors, LLC ("Baker Tilly MA"), 380 Jackson Street, Suite 300, Saint Paul, Minnesota, 55101, after which time proposals will be opened and tabulated. Consideration for award of the Series 2019B Certificates will be by the School Board at its meeting commencing at 5:30 P.M., Central Time, of the same day.

SUBMISSION OF PROPOSALS

Baker Tilly MA will assume no liability for the inability of a bidder to reach Baker Tilly MA prior to the time of sale specified above. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the District to purchase the Series 2019B Certificates regardless of the manner in which the proposal is submitted.

(a) ***Sealed Bidding.*** Proposals may be submitted in a sealed envelope or by fax (651) 223-3046 to Baker Tilly MA. Signed proposals, without final price or coupons, may be submitted to Baker Tilly MA prior to the time of sale. The bidder shall be responsible for submitting to Baker Tilly MA the final proposal price and coupons, by telephone (651) 223-3000 or fax (651) 223-3046 for inclusion in the submitted proposal.

***OR***

(b) ***Electronic Bidding.*** Notice is hereby given that electronic proposals will be received via PARITY®. For purposes of the electronic bidding process, the time as maintained by PARITY®

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* *Preliminary; subject to change*.

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and wholly-owned subsidiary of Baker Tilly Virchow Krause, LLP, an accounting firm. Baker Tilly Virchow Krause, LLP trading as Baker Tilly is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities.

shall constitute the official time with respect to all proposals submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic proposal in a timely manner and in compliance with the requirements of the Terms of Proposal*. Neither the District, its agents, nor PARITY® shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the District, its agents, nor PARITY® shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY®. The District is using the services of PARITY® solely as a communication mechanism to conduct the electronic bidding for the Series 2019B Certificates, and PARITY® is not an agent of the District.

If any provisions of this Terms of Proposal conflict with information provided by PARITY®, this Terms of Proposal shall control. Further information about PARITY®, including any fee charged, may be obtained from:

PARITY®, 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

## DETAILS OF THE SERIES 2019B CERTIFICATES

The Series 2019B Certificates will be dated as of the date of delivery and will bear interest payable on February 1 and August 1 of each year, commencing February 1, 2020. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Series 2019B Certificates will mature February 1 in the years and amounts* as follows:

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 2020 | $ 250,000 | 2024 | $ 950,000 | 2028 | $1,155,000 | 2032 | $1,360,000 | 2036 | $1,565,000 |
| 2021 | $ 300,000 | 2025 | $ 995,000 | 2029 | $1,210,000 | 2033 | $1,415,000 | 2037 | $1,610,000 |
| 2022 | $ 860,000 | 2026 | $1,045,000 | 2030 | $1,260,000 | 2034 | $1,470,000 | 2038 | $1,665,000 |
| 2023 | $ 905,000 | 2027 | $1,100,000 | 2031 | $1,310,000 | 2035 | $1,515,000 | 2039 | $1,720,000 |

* *The District reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Series 2019B Certificates or the amount of any maturity or maturities in multiples of $5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per $1,000 of Series 2019B Certificates as that of the original proposal. Gross spread for this purpose is the differential between the price paid to the District for the new issue and the prices at which the proposal indicates the securities will be initially offered to the investing public.*

Proposals for the Series 2019B Certificates may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth above. In order to designate term bonds, the proposal must specify "Years of Term Maturities" in the spaces provided on the proposal form.

## BOOK ENTRY SYSTEM

The Series 2019B Certificates will be issued by means of a book entry system with no physical distribution of Series 2019B Certificates made to the public. The Series 2019B Certificates will be issued in fully registered form and one Series 2019B Certificate, representing the aggregate

principal amount of the Series 2019B Certificates maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Series 2019B Certificates. Individual purchases of the Series 2019B Certificates may be made in the principal amount of $5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Series 2019B Certificates. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The lowest bidder (the "Purchaser"), as a condition of delivery of the Series 2019B Certificates, will be required to deposit the Series 2019B Certificates with DTC.

## TRUSTEE

U.S. Bank National Association, Saint Paul, Minnesota will serve as trustee (the "Trustee") for the Series 2019B Certificates, and the District will pay for the services of the Trustee.

## OPTIONAL REDEMPTION

The District may elect on February 1, 2027, and on any day thereafter, to redeem Series 2019B Certificates due on or after February 1, 2028. Redemption may be in whole or in part and if in part at the option of the District and in such manner as the District shall determine. If less than all Series 2019B Certificates of a maturity are called for redemption, the District will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All redemptions shall be at a price of par plus accrued interest.

## EXTRAORDINARY REDEMPTION

The District may elect to redeem the Series 2019B Certificates, in whole or in part, at a price of par plus accrued interest on any date in certain cases of damage or destruction or condemnation of the Project and the District determines that rebuilding, restoration and replacement of the Facilities to a condition adequate for its intended use would not be economically feasible.

## SECURITY AND PURPOSE

The Series 2019B Certificates will be special obligations of the District payable solely from rental payments to be made by the District pursuant to a Lease Purchase Agreement entered into between the District and the Trustee and shall not constitute a debt for which the full faith and credit or taxing powers of the District will be pledged for the payment of the Series 2019B Certificates. The District's obligation to make the rental payments is unconditional and is not subject to annual appropriation. The District has also covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55 and to use the provisions of that statute pursuant to which the State of Minnesota will appropriate money to the payment of the principal and interest on the Series 2019B Certificates when due if the District is unable to make a principal or interest payment. The proceeds of the Series 2019B Certificates will be used to finance various capital deferred maintenance projects, additions to, and repairs across existing District facilities.

## BIDDING PARAMETERS

Proposals shall be for not less than $23,660,000 (Par) plus accrued interest, if any, on the total principal amount of the Series 2019B Certificates. No proposal can be withdrawn or amended after the time set for receiving proposals on the Sale Date unless the meeting of the District scheduled for award of the Series 2019B Certificates is adjourned, recessed, or continued to another date without award of the Series 2019B Certificates having been made. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the proposal must be 98.0% or greater. Series 2019B Certificates of the same maturity shall bear a single rate from the date of the Series 2019B Certificates to the date of maturity. No conditional proposals will be accepted.

## ESTABLISHMENT OF ISSUE PRICE

In order to provide the District with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the "Code"), the Purchaser will be required to assist the District in establishing the issue price of the Series 2019B Certificates and shall complete, execute, and deliver to the District prior to the closing date, a written certification in a form acceptable to the Purchaser, the District, and Bond Counsel (the "Issue Price Certificate") containing the following for each maturity of the Series 2019B Certificates (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; (ii) the reasonably expected initial offering price to the "public" (as said term is defined in Treasury Regulation Section 1.148-1(f) (the "Regulation")) or the sale price; and (iii) pricing wires or equivalent communications supporting such offering or sale price. Any action to be taken or documentation to be received by the District pursuant hereto may be taken or received on behalf of the District by Baker Tilly MA.

The District intends that the sale of the Series 2019B Certificates pursuant to this Terms of Proposal shall constitute a "competitive sale" as defined in the Regulation based on the following:

(i) the District shall cause this Terms of Proposal to be disseminated to potential bidders in a manner that is reasonably designed to reach potential bidders;
(ii) all bidders shall have an equal opportunity to submit a bid;
(iii) the District reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Series 2019B Certificates; and
(iv) the District anticipates awarding the sale of the Series 2019B Certificates to the bidder who provides a proposal with the lowest true interest cost, as set forth in this Terms of Proposal (See "AWARD" herein).

Any bid submitted pursuant to this Terms of Proposal shall be considered a firm offer for the purchase of the Series 2019B Certificates, as specified in the proposal. The Purchaser shall constitute an "underwriter" as said term is defined in the Regulation. By submitting its proposal, the Purchaser confirms that it shall require any agreement among underwriters, a selling group agreement, or other agreement to which it is a party relating to the initial sale of the Series 2019B Certificates, to include provisions requiring compliance with the provisions of the Code and the Regulation regarding the initial sale of the Series 2019B Certificates.

If all of the requirements of a "competitive sale" are not satisfied, the District shall advise the Purchaser of such fact prior to the time of award of the sale of the Series 2019B Certificates to the Purchaser. **In such event, any proposal submitted will not be subject to cancellation or withdrawal.** Within twenty-four (24) hours of the notice of award of the sale of the Series 2019B Certificates, the Purchaser shall advise the District and Baker Tilly MA if 10% of any maturity of the Series 2019B Certificates (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the public and the price at which it was sold. The District will treat such sale price as the "issue price" for such maturity, applied on a maturity-by-maturity basis. The District will not require the Purchaser to comply with that portion of the Regulation commonly described as the "hold-the-offering-price" requirement for the remaining maturities, but the Purchaser may elect such option. If the Purchaser exercises such option, the District will apply the initial offering price to the public provided in the proposal as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly provide the District and Baker Tilly MA the prices at which 10% of such maturities are sold to the public; provided such determination shall be made and the District and Baker Tilly MA notified of such prices whether or not the closing date has occurred, until the 10% test has been satisfied as to each maturity of the Series 2019B Certificates or until all of the Series 2019B Certificates of a maturity have been sold.

## GOOD FAITH DEPOSIT

To have its proposal considered for award, the Purchaser is required to submit a good faith deposit to the District in the amount of $236,600 (the "Deposit") no later than 1:00 P.M., Central Time on the Sale Date. The Deposit may be delivered as described herein in the form of either (i) a certified or cashier's check payable to the District; or (ii) a wire transfer. The Purchaser shall be solely responsible for the timely delivery of its Deposit whether by check or wire transfer. Neither the District nor Baker Tilly MA have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the District may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

*Certified or Cashier's Check*. A Deposit made by certified or cashier's check will be considered timely delivered to the District if it is made payable to the District and delivered to Baker Tilly Municipal Advisors, LLC, 380 Jackson Street, Suite 300, Saint Paul, Minnesota 55101 by the time specified above.

*Wire Transfer*. A Deposit made by wire will be considered timely delivered to the District upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Baker Tilly MA following the receipt and tabulation of proposals. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the Purchaser will be retained by the District and no interest will accrue to the Purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the Purchaser fails to comply with the accepted proposal, said amount will be retained by the District.

## AWARD

The Series 2019B Certificates will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the District. The District's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The District will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Series 2019B Certificates, (ii) reject all proposals without cause, and (iii) reject any proposal that the District determines to have failed to comply with the terms herein.

## BOND INSURANCE AT PURCHASER'S OPTION

The District has **not** applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Series 2019B Certificates. If the Series 2019B Certificates qualify for municipal bond insurance and a bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder's proposal. The District specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the District. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the District) shall be paid by the successful bidder. Failure of the municipal bond insurer to issue the policy after the award of the Series 2019B Certificates shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Series 2019B Certificates.

## CUSIP NUMBERS

If the Series 2019B Certificates qualify for the assignment of CUSIP numbers such numbers will be printed on the Series 2019B Certificates; however, neither the failure to print such numbers on any Series 2019B Certificate nor any error with respect thereto will constitute cause for failure or refusal by the Purchaser to accept delivery of the Series 2019B Certificates. Baker Tilly MA will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

## SETTLEMENT

On or about July 24, 2019, the Series 2019B Certificates will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Briggs and Morgan, Professional Association, of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Series 2019B Certificates shall be made in federal, or equivalent, funds that shall be received at the offices of the District or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Series 2019B Certificates has been made impossible by action of the District, or its agents, the Purchaser shall be liable to the District for any loss suffered by the District by reason of the Purchaser's non-compliance with said terms for payment.

## CONTINUING DISCLOSURE

On the date of the actual issuance and delivery of the Series 2019B Certificates, the District will execute and deliver a Continuing Disclosure Undertaking (the "Undertaking") whereunder the District will covenant to provide, or cause to be provided, annual financial information, including audited financial statements of the District, and notices of certain material events, as specified in and required by SEC Rule 15c2-12(b)(5).

## OFFICIAL STATEMENT

The District has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Series 2019B Certificates, and said Preliminary Official Statement has been deemed final by the District as of the date thereof within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For copies of the Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the District, Baker Tilly Municipal Advisors, LLC, 380 Jackson Street, Suite 300, Saint Paul, Minnesota 55101, telephone (651) 223-3000.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts, and interest rates of the Series 2019B Certificates, together with any other information required by law. By awarding the Series 2019B Certificates to the Purchaser, the District agrees that, no more than seven business days after the date of such award, it shall provide without cost to the Purchaser up to 25 copies of the Final Official Statement. The District designates the Purchaser as its agent for purposes of distributing copies of the Final Official Statement to each syndicate member, if applicable. The Purchaser agrees that if its proposal is accepted by the District, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with its syndicate members for purposes of assuring the receipt of the Final Official Statement by each such syndicate member.

Dated April 23, 2019

BY ORDER OF THE SCHOOL BOARD

/s/ Jeanelle Foster
Clerk

**INDEPENDENT SCHOOL DISTRICT NO. 625**

**BOARD OF EDUCATION**

**SAINT PAUL PUBLIC SCHOOLS**

**RESOLUTION - GENERAL FORM**

**Board File No.**_____

**Date**_____

## RESOLUTION PROVIDING FOR THE COMPETITIVE NEGOTIATED SALE OF $40,525,000 TAXABLE CERTIFICATES OF PARTICIPATION, SERIES 2019C, COVENANTING AND OBLIGATING THE DISTRICT TO BE BOUND BY AND USE THE PROVISIONS OF MINNESOTA STATUTES, SECTION 126C.55 TO GUARANTEE THE PAYMENT OF THE PRINCIPAL AND INTEREST ON THE CERTIFICATES

A. WHEREAS, the School Board of Independent School District Number 625, Saint Paul, Minnesota (the "District") has heretofore determined that it is necessary and expedient to issue $40,525,000 Taxable Certificates of Participation, Series 2019C (the "Series 2019C Certificates") pursuant to Minnesota Statutes, Chapter 475 and Minnesota Statutes, Section 126C.40 to finance various capital deferred maintenance projects and repairs across existing school district facilities; and

B. WHEREAS, the District desires to use the provision of Minnesota Statutes, Section 126C.55 to take advantage of the State guarantee program; and

C. WHEREAS, the District has retained Baker Tilly Municipal Advisors, LLC, in Saint Paul, Minnesota ("Baker Tilly MA"), as its independent municipal advisor and is therefore authorized to sell the Series 2019C Certificates by a competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9).

NOW, THEREFORE, BE IT RESOLVED by the School Board of Independent School District Number 625, Saint Paul, Minnesota as follows:

Adopted_____

_____
CHAIR Board of Education

_____
CLERK Board of Education

1. Authorization; Findings. The School Board hereby authorizes Baker Tilly MA to solicit bids for the competitive negotiated sale of the Series 2019C Certificates.

2. Meeting; Bid Opening. The School Board shall meet at the time and place specified in the Terms of Proposal attached hereto as Exhibit A for the purpose of considering sealed bids for, and awarding the sale of, the Series 2019C Certificates. The bids shall be opened at the time and place specified in the Terms of Proposal.

3. Terms of Proposal. The terms and conditions of the Series 2019C Certificates and the negotiation thereof are fully set forth in the "Terms of Proposal" attached hereto as Exhibit A and hereby approved and made a part hereof.

4. Guarantee of Payment.

(a) The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Series 2019C Certificates, and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Series 2019C Certificates when due. The District further covenants to deposit with the trustee with respect to the Series 2019C Certificates (the "Trustee") or any successor trustee three (3) days prior to the date on which a payment is due, an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Trustee is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Series 2019C Certificates or if, on the day two (2) business days prior to the date a payment is due on the Series 2019C Certificates, there are insufficient funds to make that payment on deposit with the Bond Registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Series 2019C Certificates of this issue remain outstanding.

(b) The District further covenants to comply with all procedures now or hereafter established by the Commissioner of Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55, subdivision 2(c) and otherwise to take such actions as necessary to comply with that section.

5. Official Statement. In connection with said competitive negotiated sale, the officers and employees of the District are hereby authorized to cooperate with Baker Tilly MA and participate in the preparation of an official statement for the Series 2019C Certificates, and to execute and deliver it on behalf of the District upon its completion.

## EXHIBIT A

**THE DISTRICT HAS AUTHORIZED BAKER TILLY MUNICIPAL ADVISORS, LLC, TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:**

## TERMS OF PROPOSAL

**$40,525,000***

**TAXABLE CERTIFICATES OF PARTICIPATION, SERIES 2019C**

**Evidencing the Proportionate Interests of the Registered Owners Thereof in Rental Payments to be Made by**

**INDEPENDENT SCHOOL DISTRICT NO. 625**
**SAINT PAUL, MINNESOTA**

**Pursuant to a Lease-Purchase Agreement**

**(MINNESOTA SCHOOL DISTRICT CREDIT ENHANCEMENT PROGRAM)**

**(BOOK ENTRY ONLY)**

Proposals for the above-referenced obligations (the "Series 2019C Certificates") will be received by Independent School District No. 625, Saint Paul, Minnesota (the "District") on Tuesday, June 18, 2019 (the "Sale Date") until 10:00 A.M., Central Time at the offices of Baker Tilly Municipal Advisors, LLC ("Baker Tilly MA"), 380 Jackson Street, Suite 300, Saint Paul, Minnesota, 55101, after which time proposals will be opened and tabulated. Consideration for award of the Series 2019C Certificates will be by the School Board at its meeting commencing at 5:30 P.M., Central Time, of the same day.

SUBMISSION OF PROPOSALS

Baker Tilly MA will assume no liability for the inability of a bidder to reach Baker Tilly MA prior to the time of sale specified above. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the District to purchase the Series 2019C Certificates regardless of the manner in which the proposal is submitted.

(a) ***Sealed Bidding.*** Proposals may be submitted in a sealed envelope or by fax (651) 223-3046 to Baker Tilly MA. Signed proposals, without final price or coupons, may be submitted to Baker Tilly MA prior to the time of sale. The bidder shall be responsible for submitting to Baker Tilly MA the final proposal price and coupons, by telephone (651) 223-3000 or fax (651) 223-3046 for inclusion in the submitted proposal.

***OR***

(b) ***Electronic Bidding.*** Notice is hereby given that electronic proposals will be received via PARITY®. For purposes of the electronic bidding process, the time as maintained by PARITY®

* *Preliminary; subject to change.*

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and wholly-owned subsidiary of Baker Tilly Virchow Krause, LLP, an accounting firm. Baker Tilly Virchow Krause, LLP trading as Baker Tilly is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities.

shall constitute the official time with respect to all proposals submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic proposal in a timely manner and in compliance with the requirements of the Terms of Proposal*. Neither the District, its agents, nor PARITY® shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the District, its agents, nor PARITY® shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY®. The District is using the services of PARITY® solely as a communication mechanism to conduct the electronic bidding for the Series 2019C Certificates, and PARITY® is not an agent of the District.

If any provisions of this Terms of Proposal conflict with information provided by PARITY®, this Terms of Proposal shall control. Further information about PARITY®, including any fee charged, may be obtained from:

PARITY®, 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

## DETAILS OF THE SERIES 2019C CERTIFICATES

The Series 2019C Certificates will be dated as of the date of delivery and will bear interest payable on February 1 and August 1 of each year, commencing February 1, 2020. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Series 2019C Certificates will mature February 1 in the years and amounts* as follows:

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 2020 | $ 820,000 | 2024 | $1,745,000 | 2028 | $1,960,000 | 2032 | $2,215,000 | 2036 | $2,530,000 |
| 2021 | $ 895,000 | 2025 | $1,795,000 | 2029 | $2,020,000 | 2033 | $2,285,000 | 2037 | $2,615,000 |
| 2022 | $1,655,000 | 2026 | $1,845,000 | 2030 | $2,080,000 | 2034 | $2,360,000 | 2038 | $2,710,000 |
| 2023 | $1,700,000 | 2027 | $1,900,000 | 2031 | $2,145,000 | 2035 | $2,440,000 | 2039 | $2,810,000 |

* *The District reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Series 2019C Certificates or the amount of any maturity or maturities in multiples of $5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per $1,000 of Series 2019C Certificates as that of the original proposal. Gross spread for this purpose is the differential between the price paid to the District for the new issue and the prices at which the proposal indicates the securities will be initially offered to the investing public.*

Proposals for the Series 2019C Certificates may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth above. In order to designate term bonds, the proposal must specify "Years of Term Maturities" in the spaces provided on the proposal form.

## BOOK ENTRY SYSTEM

The Series 2019C Certificates will be issued by means of a book entry system with no physical distribution of Series 2019C Certificates made to the public. The Series 2019C Certificates will be issued in fully registered form and one Series 2019C Certificate, representing the aggregate

principal amount of the Series 2019C Certificates maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Series 2019C Certificates. Individual purchases of the Series 2019C Certificates may be made in the principal amount of $5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Series 2019C Certificates. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The lowest bidder (the "Purchaser"), as a condition of delivery of the Series 2019C Certificates, will be required to deposit the Series 2019C Certificates with DTC.

## TRUSTEE

U.S. Bank National Association, Saint Paul, Minnesota will serve as trustee (the "Trustee") for the Series 2019C Certificates, and the District will pay for the services of the Trustee.

## OPTIONAL REDEMPTION

The District may elect on February 1, 2029, and on any day thereafter, to redeem Series 2019C Certificates due on or after February 1, 2030. Redemption may be in whole or in part and if in part at the option of the District and in such manner as the District shall determine. If less than all Series 2019C Certificates of a maturity are called for redemption, the District will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All redemptions shall be at a price of par plus accrued interest.

## EXTRAORDINARY REDEMPTION

The District may elect to redeem the Series 2019C Certificates, in whole or in part, at a price of par plus accrued interest on any date in certain cases of damage or destruction or condemnation of the Project and the District determines that rebuilding, restoration and replacement of the Facilities to a condition adequate for its intended use would not be economically feasible.

## SECURITY AND PURPOSE

The Series 2019C Certificates will be special obligations of the District payable solely from rental payments to be made by the District pursuant to a Lease Purchase Agreement entered into between the District and the Trustee and shall not constitute a debt for which the full faith and credit or taxing powers of the District will be pledged for the payment of the Series 2019C Certificates. The District's obligation to make the rental payments is unconditional and is not subject to annual appropriation. The District has also covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55 and to use the provisions of that statute pursuant to which the State of Minnesota will appropriate money to the payment of the principal and interest on the Series 2019C Certificates when due if the District is unable to make a principal or interest payment. The proceeds of the Series 2019C Certificates will be used to finance the reimbursement of the costs of capital deferred maintenance projects, additions to, and repairs of existing District facilities.

## TAXABILITY OF INTEREST

The interest to be paid on the Series 2019C Certificates is includable in gross income of the recipient for United States and State of Minnesota income tax purposes.

## BIDDING PARAMETERS

Proposals shall be for not less than $40,140,013 plus accrued interest, if any, on the total principal amount of the Series 2019C Certificates. No proposal can be withdrawn or amended after the time set for receiving proposals on the Sale Date unless the meeting of the District scheduled for award of the Series 2019C Certificates is adjourned, recessed, or continued to another date without award of the Series 2019C Certificates having been made. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the proposal must be 98.0% or greater. Series 2019C Certificates of the same maturity shall bear a single rate from the date of the Series 2019C Certificates to the date of maturity. No conditional proposals will be accepted.

## GOOD FAITH DEPOSIT

To have its proposal considered for award, the Purchaser is required to submit a good faith deposit to the District in the amount of $405,250 (the "Deposit") no later than 1:00 P.M., Central Time on the Sale Date. The Deposit may be delivered as described herein in the form of either (i) a certified or cashier's check payable to the District; or (ii) a wire transfer. The Purchaser shall be solely responsible for the timely delivery of its Deposit whether by check or wire transfer. Neither the District nor Baker Tilly MA have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the District may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

*Certified or Cashier's Check*. A Deposit made by certified or cashier's check will be considered timely delivered to the District if it is made payable to the District and delivered to Baker Tilly Municipal Advisors, LLC, 380 Jackson Street, Suite 300, Saint Paul, Minnesota 55101 by the time specified above.

*Wire Transfer*. A Deposit made by wire will be considered timely delivered to the District upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Baker Tilly MA following the receipt and tabulation of proposals. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the Purchaser will be retained by the District and no interest will accrue to the Purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the Purchaser fails to comply with the accepted proposal, said amount will be retained by the District.

## AWARD

The Series 2019C Certificates will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the District. The District's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The District will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Series 2019C Certificates, (ii) reject all proposals without cause, and (iii) reject any proposal that the District determines to have failed to comply with the terms herein.

## BOND INSURANCE AT PURCHASER'S OPTION

The District has **not** applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Series 2019C Certificates. If the Series 2019C Certificates qualify for municipal bond insurance and a bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder's proposal. The District specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the District. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the District) shall be paid by the successful bidder. Failure of the municipal bond insurer to issue the policy after the award of the Series 2019C Certificates shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Series 2019C Certificates.

## CUSIP NUMBERS

If the Series 2019C Certificates qualify for the assignment of CUSIP numbers such numbers will be printed on the Series 2019C Certificates; however, neither the failure to print such numbers on any Series 2019C Certificate nor any error with respect thereto will constitute cause for failure or refusal by the Purchaser to accept delivery of the Series 2019C Certificates. Baker Tilly MA will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

## SETTLEMENT

On or about July 24, 2019, the Series 2019C Certificates will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Briggs and Morgan, Professional Association, of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Series 2019C Certificates shall be made in federal, or equivalent, funds that shall be received at the offices of the District or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Series 2019C Certificates has been made impossible by action of the District, or its agents, the Purchaser shall be liable to the District for any loss suffered by the District by reason of the Purchaser's non-compliance with said terms for payment.

## CONTINUING DISCLOSURE

On the date of the actual issuance and delivery of the Series 2019C Certificates, the District will execute and deliver a Continuing Disclosure Undertaking (the "Undertaking") whereunder the District will covenant to provide, or cause to be provided, annual financial information, including audited financial statements of the District, and notices of certain material events, as specified in and required by SEC Rule 15c2-12(b)(5).

## OFFICIAL STATEMENT

The District has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Series 2019C Certificates, and said Preliminary Official Statement has been deemed final by the District as of the date thereof within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For copies of the Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the District, Baker Tilly Municipal Advisors, LLC, 380 Jackson Street, Suite 300, Saint Paul, Minnesota 55101, telephone (651) 223-3000.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts, and interest rates of the Series 2019C Certificates, together with any other information required by law. By awarding the Series 2019C Certificates to the Purchaser, the District agrees that, no more than seven business days after the date of such award, it shall provide without cost to the Purchaser up to 25 copies of the Final Official Statement. The District designates the Purchaser as its agent for purposes of distributing copies of the Final Official Statement to each syndicate member, if applicable. The Purchaser agrees that if its proposal is accepted by the District, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with its syndicate members for purposes of assuring the receipt of the Final Official Statement by each such syndicate member.

Dated April 23, 2019

BY ORDER OF THE SCHOOL BOARD

/s/ Jeanelle Foster
Clerk

# BOARD OF EDUCATION | 2018-2020SY MEETING DATES

| | COB | BOE |
|---|---|---|
| **TIME** | 4:30pm<br>(unless otherwise noted) | Public Comment \| 5:30<br>Board of Education Meeting \| 6:05pm |
| **2018-2019SY** | | |
| **JAN** | 1/8/2019 \| 4:30 pm | 1/8/2019 \| 6:00 pm \| Annual Meeting |
| | | 1/22/2019 |
| **FEB** | 2/5/2019 | 2/19/2019 |
| **MAR** | 3/5/2019 | 3/19/2019 |
| **APR** | 4/9/2019 | 4/23/2019 |
| **MAY** | 5/7/2019 | 5/21/2019 |
| **JUNE** | 6/11/2019 | 6/11/2019 \| Special \| Non-Renewals |
| | | 6/18/2019 |
| **JULY** | | 7/23/2019 |
| **AUG** | Wed. 8/7/2019<br>Rescheduled to Wed. – NNO | 8/20/2019 |

| | | |
|---|---|---|
| **2019-2020SY** | | |
| **SEPT** | 9/10/2019 | 9/17/2019 |
| **OCT** | 10/15/2019 | 10/22/2019 |
| **NOV** | 11/12/2019 | 11/19/2019 |
| **DEC** | 12/3/2019 | 12/17/2019 |
| **JAN** | 1/7/2020 \| 4:30 pm | 1/7/2020 \| 6:45 pm \| Annual Meeting |
| | | 1/21/2020 |
| **FEB** | 2/11/2020 | 2/18/2020 |
| **MAR** | 3/10/2020 | 3/24/2020 |

| | | |
|---|---|---|
| **APR** | 4/7/2020 | 4/21/2020 |
| **MAY** | 5/5/2020 | 5/19/2020 |
| **JUNE** | 6/9/2020 | 6/9/2020 \| Special \| Non-Renewals |
| | | 6/23/2020 |
| **JULY** | | 7/21/2020 |
| **AUG** | Wed. 8/5/2020<br>Wed. – NNO | 8/18/2020 |